





**Issuance of Permit under I.C. 14-35-1 for Extraction of Coal under INDOT Rights-of-Way**

This matter involves the mining of coal under the following rights-of-way located in Knox and Sullivan Counties (109 total acres more or less) that are under the authority of the Indiana Department of Transportation (INDOT):

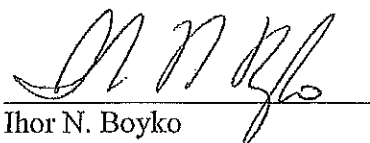
1. State Road 58 West: Section 5, T6N, R9W and Location 17, T6N, R9W
2. US 41 North: Section 21, T7N, R9W and Section 22, T7N, R9W
3. US 41 Knox: Section 5, T5N, R9W and Section 8, T5N, R9W.

Indiana Code (I.C.) 14-35-1 governs the granting of permits for the extraction or removal of coal and other minerals located on or under land or non-navigable water belonging to the State of Indiana. More specifically, I.C. 14-35-1-1(b) authorizes the Indiana Department of Natural Resources (DNR) to grant permits for the extraction of coal and other minerals whenever the DNR determines it would be in the public interest. As provided in I.C. 14-35-1-8, any such permit must be approved by the Natural Resources Commission and signed by the Governor. As further provided in I.C. 14-35-1-9, the initial term of a permit shall not exceed 10 years and shall automatically continue as long as commercial production and accompanying royalty payments are established by the end of the initial term, not to exceed 50 years as long as production continues.

Before a permit can be granted under I.C. 14-35-1, certain notice requirements must be met. I.C. 14-35-1-3(1) states that notice must be published one (1) time each week for at least two (2) weeks in a newspaper of general circulation in the county where the land belonging to the state is located and also in at least one (1) newspaper published in Indianapolis. The DNR had the required notices published on May 11 and 18, 2016, in the Vincennes Sun Commercial (Knox County), Sullivan Daily Times (Sullivan County), and Indianapolis Star. I.C. 14-35-1-3(2) further requires that concurrent and similar notice must be given one (1) time in writing to each person known to be actively involved in the extraction of the applicable resources in Indiana. On May 11, 2016, the DNR provided the additional required notice by first class and electronic mail to individuals and companies on a coal mining operator and consultant list provided by the DNR's Division of Reclamation.

As required by I.C. 14-35-1-5, a proposal or bid must offer: (1) a royalty on a percentage basis, based on the commodity value at the mine; and (2) a bonus, or fixed fee per acre, in addition to royalty. On June 14, 2016, Sunrise Land Holdings, LLC, hand delivered a sealed bid which met the foregoing requirements and was the only entity to submit a sealed bid.

After review by the DNR, including its Division of Reclamation, it is recommended that this permit be approved.



Ihor N. Boyko  
DNR Legal  
June 28, 2016

## **IC 14-35**

### **ARTICLE 35. MINING**

#### **IC 14-35-1**

##### **Chapter 1. Mining Permits**

#### **IC 14-35-1-1**

##### **Granting of permits**

Sec. 1. (a) This section does not apply to lands under the navigable waters of Indiana.

(b) The department may, whenever the department considers it to be in the public interest, grant permits for the:

- (1) extraction;
- (2) removal; and
- (3) disposition;

of deposits of coal, limestone, dolomite, gypsum, anhydrite, sand, gravel, clay, shale, or deposits of earth or mineral or vegetable matter on or under land or nonnavigable water belonging to the state no matter how the land or water is used if the extraction, removal, and disposition does not materially interfere with the purpose for which the land or water is held or used by the state.

*As added by P.L. 1-1995, SEC.28.*

#### **IC 14-35-1-2**

##### **State residency required**

Sec. 2. A permit may be granted under this chapter only to the following:

- (1) An individual who is a resident of Indiana.
- (2) A corporation that is domiciled in Indiana or qualified to do business in Indiana.

*As added by P.L. 1-1995, SEC.28.*

#### **IC 14-35-1-3**

##### **Notice of permit**

Sec. 3. Except as otherwise provided by this chapter, a permit may not be granted by the department under this chapter unless the department has done the following:

- (1) Published notice one (1) time each week for at least two (2) weeks in the following:

(A) At least one (1) newspaper of general circulation in the county where the land or water belonging to the state is located.

(B) At least one (1) newspaper published in Indianapolis.

(2) Given concurrent and similar notice one (1) time in writing to each person known to be actively engaged in the extraction of these resources in Indiana.

*As added by P.L. 1-1995, SEC.28.*

Indiana Code 2015

#### **IC 14-35-1-4**

##### **Contents of notice**

Sec. 4. Notice given under section 3 of this chapter must do the following:

- (1) Describe the specific property from or under which the extraction will occur.
- (2) State the time, terms, and conditions under which a permit

will be granted.

(3) Call for sealed proposals or bids stating the amount that will be paid for the privilege to be exercised under the permit.

*As added by P.L.1-1995, SEC.28.*

#### **IC 14-35-1-5**

##### **Proposal or bid for mining privilege**

Sec. 5. (a) A proposal or bid made in response to a request under section 4 of this chapter must offer the following:

(1) A royalty on a percentage basis, based on the commodity value at the mine, pit, or quarry.

(2) A bonus, or fixed fee per acre, in addition to royalty.

(b) A royalty may not be less than that generally prevailing for the resource to be extracted under similar methods of mining.

*As added by P.L.1-1995, SEC.28.*

#### **IC 14-35-1-6**

##### **Time for submitting proposal or bid**

Sec. 6. The department may receive sealed proposals or bids not earlier than thirty (30) days after the date of first publication.

*As added by P.L.1-1995, SEC.28.*

#### **IC 14-35-1-7**

##### **Granting or rejecting bids**

Sec. 7. The department may grant a permit to the qualified bidder who submits the highest and best bid. However, the department may reject any or all bids.

*As added by P.L.1-1995, SEC.28.*

#### **IC 14-35-1-8**

##### **Permit approval by commission; governor's signature**

Sec. 8. A permit must be approved by the commission and signed by the governor.

*As added by P.L.1-1995, SEC.28.*

#### **IC 14-35-1-9**

##### **Term of permit**

Sec. 9. (a) The department shall determine the initial term of a permit, not to exceed ten (10) years. The department shall automatically continue a permit:

(1) if commercial production and accompanying royalty payments are established by the end of the initial term; and  
Indiana Code 2015

(2) as long as production continues, not to exceed fifty (50) years.

(b) If commercial production is not established within the initial term of a permit, the department may terminate the permit.

(c) The department may terminate a permit at any time for failure of the permittee to comply with:

(1) this chapter; or

(2) the rules adopted under this chapter.

*As added by P.L.1-1995, SEC.28.*

#### **IC 14-35-1-10**

##### **Bond**

Sec. 10. Each proposal and bid must be accompanied by sufficient bond in an amount to be determined by the department for the

restoration of land or water disturbed by exploration and mining.

*As added by P.L. 1-1995, SEC.28.*

**IC 14-35-1-11**

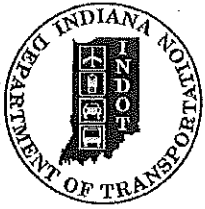
**Additional covenants, terms, and conditions**

Sec. 11. The department and the governor may require other covenants, terms, and conditions in addition to those provided in this chapter.

*As added by P.L. 1-1995, SEC.28.*

Indiana Code 2015





## INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue  
Room N758  
Indianapolis, Indiana 46204

PHONE: (317) 232-5012

**Michael R. Pence, Governor**  
**Brandye L. Hendrickson,**  
**Commissioner**

June 28, 2016

Natural Resources Commission

### Recommendation of the Indiana Department of Transportation

Sunrise Coal LLC approached the Indiana Department of Transportation (hereinafter "INDOT") with a request to mine the underground coal under State Road 48 and US 41, as part of its larger mining project in Sullivan and Knox counties. INDOT does not routinely seek or permit underground mining activities under its transportation facilities, but this property was part of a larger mining operation, and contributes to economic development in southwestern Indiana and Indiana residents.

INDOT and Sunrise spent many months in negotiations regarding the terms of the coal permit. INDOT believes that it has received the most favorable terms possible regarding this matter. It has collaborated with the Department of Natural Resources (hereinafter "DNR"). Engineers at both INDOT and DNR Division of Reclamation believe the mining activities can occur without impacts to INDOT's transportation facilities. The Governor's office is in favor of granting the permit.

The competitive bid statutes that govern this procedure have been followed by both DNR and Sunrise Coal. Copies of the publisher's affidavit are included. No other mining companies or others submitted sealed bids or indicated any intention to do so.

INDOT recommends the coal permit be approved.

Lori A. Torres, Chief Counsel and Dep. Commissioner  
Indiana Department of Transportation

Dated: June 28, 2016





**STATE OF INDIANA**  
**COAL PERMIT**

State Road 58 West  
[Section 5, T6N, R9W and Location 17, T6N, R9W]  
AND  
US 41 North  
[Section 21, T7N, R9W and Section 22, T7N, R9W]  
AND  
US 41 Knox  
[Section 5, T5N, R9W and Section 8, T5N, R9W]

This State of Indiana Coal Permit (herein "Permit" or "Agreement") is made this \_\_\_\_ day of July, 2016, between the **State of Indiana, acting through the Indiana Department of Transportation**, (herein "Department") and **Sunrise Land Holdings, LLC** of 1183 E. Canvasback Drive, Terre Haute, IN 47802, (herein "Permittee")

**SECTION I - PERMIT OF COAL AND SURFACE RIGHTS**

Department, for and in consideration of the sum of \$10.00, the receipt of which hereby is acknowledged, and in consideration of the royalties to be paid and the agreements to be performed by Permittee as hereinafter provided, does hereby grant and let, exclusively to Permittee, upon the terms and conditions set forth in this Permit, all of the coal in the #5 coal seam (the "Coal" as specifically defined herein), in the Real Estate removed during the coal mining process, and the void remaining after Coal has been mined, underlying the following described real estate in Knox and Sullivan Counties, Indiana, to-wit:

Real estate located under and/or near the right-of-way of SR 58 West as shown in **Exhibit A**, which is attached hereto and incorporated by reference;

Real estate located under and/or near the right-of-way of US 41 North as shown in **Exhibit B**, which is attached hereto and incorporated by reference; and

Real estate located under and/or near the right-of-way of US 41 Knox as shown in **Exhibit C**, which is attached hereto and incorporated by reference;

Containing 109 acres, more or less

(the "Real Estate") together with the exclusive rights to mine, extract, and remove Coal by the slope or other underground mining method, except long wall mining, underlying the surface of the Real Estate and other real estate within the Mine Area, and the rights, without additional compensation, except as otherwise provided in this permit of free and uninterrupted ingress

and egress through the subsurface of the Real Estate at any time during the term of this Permit as may be necessary obtain mining permits, and free and uninterrupted ingress and egress through the subsurface of the Real Estate for the construction, installation, and operation, at such subsurface locations as Permittee shall determine for the transportation of coal, implements, supplies, tools, slurries, and other materials within the Mine Area; and the rights to vent, release, dissipate, waste, and otherwise remove coal bed methane for health and safety purposes and compliance, commingle the Coal with coal mined by the Permittee from other locations, and otherwise use the subsurface for any purpose useful in coal mining operations within the Mine Area. The rights granted under this paragraph shall include the right to use underground voids and excavations, including but not limited to use for drainage and for the permanent injection or deposit of slurry, gob and coal processing waste. Such rights for drainage, injection and deposit shall continue after mining of the coal underlying the Premises has ceased and so long as Permittee is mining, removing, and selling coal from land within the Mine Area or is performing reclamation within the Mine Area. Such right shall be subject to Department of Natural Resources Division of Reclamation permitting. The Permittee shall have no rights to use the surface.

In addition, but only in coordination with the Department, the Permittee shall have rights of ingress and egress in and to the Real Estate in order to establish and use emergency mine evacuation facilities and operations that may be needed for the safety of employees of Permittee or Permittee's assigns, including but not limited to contractors, and the Permittee shall have rights of ingress and egress on, over, and across the Real Estate in case of emergencies that may arise in Permittee's operations and that may be necessary for the safety of employees and others engaged in coal mining activities.

The Permittee shall be solely liable for any surface impact to the Real Estate as a result of the proposed underground mining operation. The Permittee further shall comply with all applicable provisions of IC 14-34 and 312 IAC 25, including those addressing subsidence control. The Permittee acknowledges that it is critical that there be no surface impacts to the Real Estate from the Permittee's underground mining operations.

This Permit expressly does not convey to Permittee any right, privilege or license whatsoever to prospect the Real Estate by core drill or otherwise, or to construct over or thereon any bridges, conveyors, mine shafts, air shafts, access or entry shafts or any other types of works or construction whatsoever, or to disturb the surface of the said real estate in any way, or to take any coal and substances mixed with coal therefrom by strip or surface mining methods; and provided further, that the coal shall not, without the further express approval of the Department, include the mining or taking of such coal by new and/or exotic methods such as, by way of example and not by limitation, in situ combustion.

The rights hereby granted to the Permittee expressly shall not include mining rights with respect to oils, gases, sand and gravel or any other minerals whatsoever other than coal and substances mixed with coal or normally removed in the coal mining process.

## **SECTION II - TERM OF THE PERMIT.**

The term of this Permit shall be for a period of five (5) years from the execution of this Permit (the "primary term") and automatically continue for as long thereafter as Permittee or its successors and assigns is continuously conducting mining operations in the Mine Area but in no event longer than Fifty (50) years.

The Department may terminate this Permit if commercial production is not established within the initial 5-year term of this Permit.

## **SECTION III - PAYMENT.**

A. Advanced Royalty. Permittee agrees to pay to the Department the sum of One Hundred Thousand (\$100,000.00) as a non-refundable advanced royalty payment upon signature of this Permit. The parties acknowledge that Earned Royalties can be recouped against the Advanced Royalty described herein.

B. Earned Royalty. As earned royalty for all coal mined, removed and sold from the Real Estate, Permittee agrees to and shall pay or credit to Department 6% of the Average Gross Realization Price Free on Board ("F.O.B.") of the Coal from the mine. Permittee shall have the right to commingle coal mined from the Real Estate with coal mined from other locations, and Department acknowledges that during periods in which coal is commingled, the tonnage of coal mined and sold shall be determined on a pro rata basis comparing the tons of coal mined and sold from the Real Estate with the overall tonnage of coal mined and sold by Permittee that month, and that the average gross realization price of the coal for purposes of computing the Earned Royalty computation shall be based on the average gross realization price (F.O.B. the mine) of the commingled coal.

C. Bonus. The sum of Ten Dollars (\$10.00) per acre for the second year of the primary term, and the sum of Twenty Dollars (\$20.00) per acre per year for each subsequent year of the primary term and any extension term thereof shall be paid to the Department as a bonus pursuant to statute. All such payments shall be made on or before the anniversary date of the Permit.

The Permittee shall notify in writing the Department when the removal of coal from under the surface of the Real Estate is complete. If the Permittee desires access through the subsurface of the Real Estate after the removal of coal from under the surface of the Real Estate has been completed, the Permittee shall pay the Department the sum of Ten Thousand Dollars (\$10,000.00) for every year the subsurface of the Real Estate is used by the Permittee. Use of the subsurface of the Real Estate need not be continuous, and payment in any year on or before the month and day of the execution of this Permit shall entitle the Permittee to use the subsurface of the Real Estate for the immediately following twelve (12) month period.

D. Weights. Railroad weights (FOB) shall be taken as the basis for payment of Earned Royalty when Coal is loaded and weighed on railroad cars at the mine and when not so loaded and weighed, then other fair and accurate weights and measurements shall be taken at the mine as the basis for payment.

E. Payment schedule. Earned Royalty shall be paid or credited to Department on or before the twentieth (20th) day following the close of the calendar month during which the coal was mined and sold and all Advanced Royalties paid to Department shall be deducted from the first Earned Royalties to be paid Department. Monthly Earned Royalties shall be reduced by the amount of Advanced Royalties previously paid to Department on all coal until the total Earned Royalty exceeds the total amount of Advanced Royalty previously paid. If the coal is used by Permittee in its own operation or sold to an affiliated company, the price used in the computation of Earned Royalty shall be the reasonable market value of similar coal produced in the area and sold at arm's length or at the price of like transactions made at approximately the same time. Permittee shall submit to the Department upon each royalty paid or credited a notice of such payment or credit and a map of the Real Estate that indicates the amount and location of the coal removed from the Real Estate.

F. Direction of Payment. Unless other means are agreed to by the parties, the Permittee shall make all payments due to the Department by check made out and sent to the following:

Indiana Department of Transportation  
Attn: Agent Cashier  
N725 IGCN  
100 N. Senate  
Indianapolis, IN 46204

G. Unmerchantable coal. No Earned Royalty shall be paid on coal other than Merchantable Coal as defined in Section XVIII. E below that has been removed and sold as part of the mining process.

#### **SECTION IV. - ADDITIONAL RIGHTS OF PERMITTEE.**

Department hereby grants to the Permittee the right to do the following acts upon the surface and subsurface of the Real Estate and Department agrees to execute all necessary documentation in furtherance of said rights. The Permittee shall send plans for any above-ground activities or facilities to INDOT to review and approve in accordance with applicable engineering standards.

A. Rights of ingress and egress. Upon notification to the Department and in accordance with applicable mining permit provisions, the Permittee shall have rights of ingress and egress in and to the Real Estate in order to establish and use emergency mine evacuation facilities that may be needed for the safety of employees of Permittee and the Permittee shall have right of ingress and egress on, over and across the Real Estate in case of emergencies that may arise in Permittee's operations and that may be necessary for the safety of employees.

B. Rights of entry. Permittee shall have the right to enter into, across and through the coal and the subsurface above and below the coal, at such points and in such manner as may be necessary or convenient for the purpose of mining the coal underlying the Real Estate

or underlying land controlled by Permittee and located within ten (10) miles of the Real Estate, by the slope, shaft or other underground method (but not long wall method). Permittee has no right to mine the coal by the pit, strip or surface mining method. Permittee shall have such rights of way into, across and through the coal underlying the Real Estate and the subsurface above and below the coal by means of tunnels, entries and workings as may be necessary to the mining, removal, processing, transporting and marketing the coal underlying the Real Estate. The rights granted Permittee under this paragraph shall continue after the mining of the coal underlying the Real Estate has ceased and so long as Permittee is mining, removing and selling coal from land controlled by Permittee and located within ten (10) miles of the Real Estate or as long as Permittee is performing acts on or beneath said land to comply with governmental statutes, rules and regulations or otherwise using the void created by the underground mining of coal.

C. Rights enabling compliance. Permittee shall have such other rights to use and possess the Real Estate that are required and necessary to comply with coal mining permit requirements.

#### **SECTION V. -ADDITIONAL RIGHTS OF DEPARTMENT.**

A. Rights of entry. Department, its employees and agents, shall have the right to enter at reasonable times the Permittee's mine in order to inspect, examine, survey, or measure the same or any part thereof, to measure or calculate the tonnage mined, or for any other lawful purpose, and for these purposes to use freely such means of access to the mine and works without interference, hindrance or molestation from Permittee, its employees and agents, and other persons. Department's rights under this paragraph shall be exercised in such a manner so as not to unreasonably interfere with the operations of Permittee and so as not to violate any governmental rule or regulation.

B. Subsurface rights. Department shall have the right to explore for, capture and recover any subsurface resource, other than Coal, including but not limited to coal bed methane, oil and conventional gas, provided however, that Department's activities and actions in this regard shall not interfere with coal mining operations of Permittee and shall be in compliance with applicable laws, rules and regulations of any governmental body. Department shall have the right to lease or assign its rights retained hereunder to other persons, corporations or firms; however, no such lease or assignment shall permit interference with Permittee's coal mining activities. To the extent the Department does lease or assign any such subsurface resource rights, such rights shall be subject to the Permittee's coal mining operations.

C. Release of Permit. Department shall have the right to demand that Permittee shall execute and deliver, within thirty (30) days, to Department, in recordable form, a release of this Permit, if Permittee abandons the mine or if this Permit becomes null and void under any of the provisions herein. Department may execute a recordable release of this Permit, if it can demonstrate that the Permittee has abandoned the mine or if this Permit has become null and void, and Permittee has refused or is unable to execute the release contemplated herein.

D. Default provisions. The parties agree that all the terms and provisions of this Permit are to be construed as conditions. If Permittee fails to timely pay any Advanced or Earned Royalty payment to Department when due, or fails to pay taxes on the coal as provided herein, or fails to keep and perform any other covenants, conditions or legal duties herein imposed upon the Permittee, then Department may declare this Permit forfeited and cancel this Permit; provided, however, if the payment or credit is made or other default is removed or cured or corrected within a sixty (60) day period (30 days for Earned Royalty) following written notification, this Permit shall be, and remain, in full force and effect.

E. Inspection of records. At reasonable times, Department, its agents or attorneys, may inspect Permittee's bookkeeping records, maps and mining plans and the method of determining the coal mined and removed from the Real Estate at the office of Permittee during the business hours of any business day for the purpose of calculating the tonnage mined from the Real Estate and verifying the accounts rendered. Department shall also have the privilege during reasonable hours to inspect Permittee's scales and records relating to the weight of the coal mined, removed and sold from the Real Estate in a manner that does not interfere with normal business activity of Permittee.

F. Terms of abandonment. Abandonment is defined as Permittee not mobilizing or utilizing the Real Estate for any activity related to mining within the Mine Area for a period of two (2) consecutive years. In the event of the abandonment of the mine by Permittee, all right, title and interest in said Real Estate shall revert to the Department, after Permittee has had reasonable time to remove any equipment, machinery, etc. remaining on the Real Estate at the time of abandonment.

## **SECTION VI - DUTIES OF THE PERMITTEE.**

A. Removal of Coal. Upon Permittee's commencement of actual mining of coal beneath the Real Estate, Permittee shall remove said coal, which in Permittee's sole discretion, Permittee deems to be Merchantable Coal; however, Permittee agrees to and shall with reasonable diligence, mine from the Real Estate all the Merchantable Coal.

B. Legal compliance. Permittee agrees to and shall conduct its mining operations upon the Real Estate in compliance with all applicable County, State and Federal statutes, rules, orders and regulations. Further, Permittee shall, at its own cost, comply with all statutes and governmental rules, orders and regulations applicable to the mining of coal, reclamation of land, safety of employees and persons, and any other subject matter that may cover Permittee's coal operations upon Department's Real Estate.

The Permittee and its contractors and the contractors' subcontractors shall obtain and maintain all required permits, licenses, registrations, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in mining and removal of coal under this Permit. Failure to do so may be deemed a material breach of this Permit and grounds for termination and denial of further coal mining permits and grounds for termination according to the procedures set forth in the Permit and denial of further work with the Department. The Department and the Permittee acknowledge and agree that the Permittee is

not performing any work activities for the Department in connection with the Permittee's mining operations on the Real Estate.

C. Recordkeeping. Permittee shall keep true and correct bookkeeping records of all coal mined, removed and sold from the Real Estate. On or before the 20th day of each calendar month after the month in which Permittee commences actual mining operations on the Real Estate, Permittee shall furnish Department a true and correct statement showing the number of tons of coal mined and removed from the Real Estate and sold by the Permittee during the preceding calendar month. Unless the Department shall give the Permittee written notice of a dispute or question with respect to such statements within one (1) year from the date same is delivered to the Department, such statement shall be final and binding on the parties. Permittee shall submit to INDOT upon each royalty paid or credited a notice of such payment or credit and a map of the Real Estate that indicates the amount and location of the coal removed from the Real Estate. Permittee shall keep the Department advised in the event it is temporarily suspending mining operations on the Real Estate, and illustrate where it is mining under the Department of Natural Resources permits U-28 and U-31 during the use of the underground Real Estate voids of the Department.

D. Damages to Department. Permittee shall compensate Department for any damages Permittee may cause to Department's improvements and land by reason of Permittee's exploration, testing and mining activities performed under the provisions of this Permit. The Permittee shall be liable to the Department for all damage caused by removal of subjacent or lateral support to the Real Estate. If Department and Permittee cannot agree on the amount to be paid for such damages, the damages shall be determined in accordance with Section XIV below.

E. Business conduct. Permittee shall conduct its coal mining operations on the Real Estate in a prudent, workmanlike and careful manner in accordance with accepted practices and uses in the area.

F. Safety. Permittee shall conduct its mining operations on the Real Estate with due regard for the safety of its employees, and adhere to state and/or federal mine safety regulations.

G. Coal taxes. Permittee shall pay or cause to be paid all taxes levied upon the coal underlying the Real Estate and mined and sold from the Real Estate.

H. Liens. Permittee shall indemnify, protect and save harmless the Department from and against laborer's and materialmen's and mechanic's liens that may attach to the Real Estate by reason of the Permittee's mining operations hereunder, and Permittee shall not permit any such lien, if uncontested, to remain undischarged for more than sixty (60) days provided, however, that Permittee may in good faith contest any such lien at Permittee's expense. The Indiana Attorney General shall have the right to intervene regarding any claim against the State of Indiana or the Department arising out of this Permit.

I. Finality of statement. The Permittee shall in its monthly statement to be rendered to the Department show the Earned Royalty due the Department, Advanced Royalty credit to the Department and such statement shall be conclusive and final one (1) year from the time of rendition as to the quantity of coal mined, removed and sold and/or royalty due during such period unless written objections are made within one (1) year.

J. Notice of intention. The Permittee shall give thirty day's advance notice to Department of Permittee's intention to begin mining the coal beneath the Real Estate.

K. Interference. The Permittee shall conduct its coal mining operations on the Real Estate in such a manner so as not to interfere with Department's use of the Real Estate.

L. Survey. Permittee shall obtain or prepare a survey or plat map of the Real Estate and provide the survey or plat map, as applicable, to the Department.

M. Critical Structures. The Department has provided Permittee with maps and coordinates of bridges and culverts located within the Real Estate which are attached as Exhibit E. The parties acknowledge that Sunrise will treat these structures as public facilities subject to 312 IAC 25-6-125. Pursuant to the regulations, Permittee agrees to comply with its approved subsidence control plan regarding these structures.

## **SECTION VII—COAL BED METHANE DEVELOPMENT**

Development of coal bed methane may be undertaken by the Department or its agent or lessee only in coordination with the Permittee and only to the extent that such development does not endanger or otherwise affect the health and safety of coal miners, or interfere with compliance obligations of coal mine reclamation and does not result in waste of a commercially minable coal resource, in the reasonable discretion of the Permittee.

## **SECTION VIII - DEPARTMENT'S TITLE TO THE REAL ESTATE.**

A. The Permittee shall not be required to mine and remove coal if the Permittee determines that title to the coal is not merchantable.

B. Disputes Regarding Coal Ownership. If any dispute arises as to ownership of any of the coal covered by this Permit or the title to the royalties payable hereunder with respect to such coal, Permittee may pay any payment allocable to the coal whose ownership or title is disputed into an escrow account to be established by Permittee until the ownership or title is finally determined and such dispute is resolved. Permittee shall notify Department of any payments made into an escrow account.

## **SECTION IX - LIMITS TO LIABILITY OF PERMITTEE.**

The Permittee shall not be liable to Department for the loss of destruction of any Coal due to fire, flood, collapse, cave-in or other similar causes, unless such loss or destruction is proximately caused by the negligence of the Permittee.



## **SECTION X - PERMITTEE'S TRANSFER, CONVEYANCE, SUBLETTING OR ASSIGNMENT OF THIS PERMIT.**

The Permittee shall request in writing the Department's consent to the assignment by the Permittee of this Permit and the Department shall not unreasonably withhold its consent.

Notwithstanding the requirement in the immediately preceding sentence, and upon prompt notice to the Department, the Department hereby consents to the assignment by the Permittee of this Permit to an organization that is affiliated with Permittee's parent organization. Any transfer, conveyance, sublet, assignment, or mine operating agreement to or with an organization that is affiliated with the Permittee, including but not limited to Sunrise Coal, LLC, shall contain a clause specifically stating that such transfer, conveyance, sublet, assignment, or operating agreement is subject to all the terms, conditions, covenants, and restrictions set forth in this underground coal mining Permit and that the Permittee and any transferee, sublessee, assignee, or mine operator shall be liable for the performance of the obligations set forth in this Permit to be performed by the Permittee.

## **SECTION XI -INDEMNIFICATION**

A. Indemnification and insurance. Permittee agrees to and does hereby indemnify, defend and hold harmless Department from any claim, demand or damages for bodily injury to or death of persons or damage to property of whatsoever kind, nature, or description which may be made or asserted by any person, firm or corporation, including but without limitation, members of the public generally and Permittee's agents, servants, employees, licensees and invitees arising out of or in connection with Permittee's use or occupancy and mining of coal beneath the Real Estate or beneath land controlled by the Permittee located within ten (10) miles of the Real Estate. Permittee's indemnification obligations in this Section XI shall survive any termination or expiration of the Permit. Permittee shall carry general liability insurance with limits exceeding Ten Million Dollars (\$10,000,000.00) and not less than Five Million Dollars (\$5,000,000.00) property damage coverage. Permittee shall meet all lawful demands of public authorities in connection with its mining operations on the Real Estate. The Permittee shall defend Department if sued or threatened to be sued and pay any and all reasonable attorney fees and other expenses that Department may incur in protecting themselves from any claims or lawsuits arising directly or indirectly from the coal mining operations by the Permittee upon the Real Estate. Nothing herein shall prevent the Indiana Attorney General, at his discretion, from intervening on behalf of the Department or the State of Indiana.

B. Subsidence Damage. The Permittee agrees to indemnify the Department for any and all damages assessed against the Department as a result of subsidence or other damage due to insufficient lateral or subjacent support caused by Permittee's mining operations or any related activity. The Permittee shall comply with and satisfy all governmental statutes, rules, regulations and orders applicable to the mining and removal of coal, especially those rules and regulations that were enacted for the purpose of protecting landowners from subsidence damage to the Real Estate and/or adjoining properties.

C. Environmental Damage. The Permittee hereby agrees to and shall indemnify and hold harmless Department from and against all Environmental Damage caused by Permittee's mining operations and arising from the presence of Hazardous Material beneath the surface of the Real Estate, or of land located within ten (10) miles of the Real Estate, or migrating from the Real Estate or from land located within ten (10) miles of the Real Estate or arising in any manner whatsoever out of the violation by Permittee of any environmental laws, codes, ordinances, regulations or orders applicable to the Real Estate and to the land located within ten (10) miles of the Real Estate and Permittee's activities thereon, except in each instance that which exists as of the commencement date of this Permit. The Permittee shall clean up or otherwise respond to any asserted violation by the Permittee of any state or local law, rule or regulation affecting the Real Estate or land located within ten (10) miles of the Real Estate relating to the generation, use, treatment, storage, disposal, release, discharge or contamination by any materials or substance that are prohibited or regulated by federal, state or local law or pose a hazard to the environment or human health. All such acts shall be at Permittee's cost and expense. The Permittee shall take all steps necessary to prevent environmental damage to the Real Estate and land located within ten (10) miles of the Real Estate in the future.

## **SECTION XII - SUSPENSION OF MINING.**

In the event Permittee, without fault, is unable, wholly or in part, as a result of uncontrollable forces to carry out the obligations and duties imposed upon the Permittee under the provisions of this Permit, such duties and obligations, including but not limited to the obligation to pay any Earned Royalties, shall be suspended during the continuance of any inability so caused, and the term of this Permit shall be extended for a period equivalent to the period of the inability. Permittee shall promptly notify the Department of any such suspension. In no event shall such period of inability under this paragraph exceed three (3) years in time. The cause shall be remedied with all reasonable dispatch provided that in no event will Permittee be required, against its will, to settle any strike or lockout or to adjust any labor disputes or to question the validity of or to refrain from testing the validity of any local, state or federal order, rule, regulation or law. The Permittee shall pay a rental fee of \$100.00 per month of suspension, which for the purposes of recoupment, shall not be treated as Advanced Royalties or bonus payments.

## **SECTION XIII - TERMINATION OF THE PERMIT.**

A. Written termination by Permittee. If the Permittee determines that the Real Estate will not be used by the Permittee, the Permittee may terminate all or any portion of this Permit by a written document delivered to Department at any time; provided, however, that the Permittee shall have paid to the Department any Advanced and Earned Royalties due the Department under the provisions of this Permit prior to the date Permittee terminated the Permit and provided, however that the Permittee has fully performed and complied with the terms, conditions and covenants of the Permit. Permittee's indemnification obligations in Section XI shall survive any termination of the Permit.

B. Written termination by Department. With the provision of thirty (30) days written notice from the Department, the Department may terminate this Permit in whole or in part if the Permittee fails to cure any material breach of this Permit. However, the Permit shall not terminate with respect to any portion of the Real Estate not terminated by the Department. The rights and remedies of the Department in this Section XIII.B are in addition to any other rights and remedies provided by law or equity or under this Permit.

C. Proceedings.

1. In the event of a default by the Permittee under any of the terms, conditions and covenants of this Permit and if such default shall continue for a period of sixty (60) days (thirty (30) days for non-payment Earned Royalty) after the Department has given Permittee written notice thereof, and subject to the Permittee's right to cure in Section V.D, Department shall have the right to terminate this Permit and to pursue such legal remedies available to recover any royalties due under this Permit or damages as a result of Permittee's breach of this agreement including but not limited to expenses and reasonable attorney fees incurred by Department.

2. If Department defaults in the performance of any duties imposed upon the Department and such default continues for a period of thirty (30) days after written notice of such default by the Permittee to the Department, Permittee shall have the right to terminate this Permit and to pursue available legal remedies as a result of Department's breach of this agreement.

3. In the event of termination, this Permit and all obligations of Permittee that might otherwise accrue under this Permit shall cease forthwith. The provisions of this paragraph shall be subject to the provisions set forth in Section XII regarding suspension of mining and shall be subject to the provisions set forth in Section XIV regarding dispute resolution.

#### **SECTION XIV - DISPUTE RESOLUTION**

A. Should any dispute arise with respect to the Permit, Permittee and Department agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. All disputes shall be settled between the parties by the following method.

B. Either party may give the other party written notice as to the disputed matter by registered mail, return receipt requested. Within ten (10) days after such written notice has been received, the parties shall submit the dispute to the Department Commissioner. The Department Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to Permittee and Department within ten (10) business days after presentation of such dispute for action. The Department Commissioner's decision shall be final and conclusive unless Permittee mails or otherwise furnishes to the Department Commissioner, within ten (10) business days after receipt of the INDOT Commissioner's decision, a written notice that such party has submitted the dispute to an Indiana court of competent jurisdiction.

## **SECTION XV- NOTICES.**

All notices to be given hereunder shall be addressed to Department and Permittee as follows below or at such other place as the parties may hereafter designate in writing. All notices shall be in writing and shall be served by personal service or by registered mail, return receipt requested. All notices served by registered mail shall be deemed to have been duly given as of the date they were mailed.

Department: Indiana Department of Transportation  
Vincennes District Deputy Commissioner  
c/o Rusty Fowler  
3650 US 41 South  
Vincennes, IN 47591

For Legal Notices:

Indiana Department of Transportation  
ATTN: Chief Counsel  
100 North Senate Ave., N758  
Indianapolis, Indiana 46204

Permittee: Sunrise Land Holdings, LLC  
ATTN: Jamalyn Sarver  
Property Manager  
1183 E. Canvasback Drive  
Terre Haute, IN 47802

## **SECTION XVI - RECORDING PERMIT BY MEMORANDUM.**

The Department and the Permittee shall execute a Memorandum of Permit in the form attached hereto as Exhibit D, and the Permittee, at the Permittee's expense, shall record the signed Memorandum of Permit in the Offices of the Recorders of Knox and Sullivan Counties, Indiana, in lieu of recording the original Permit. If the Memorandum of Permit does not comply with the recordation requirements imposed by either county, the Permittee, at its expense, shall make such changes to the Memorandum of Permit as necessary to cause such Memorandum of Permit to comply with the respective counties' recordation requirements, and submit the revised Memorandum of Permit to the Department for approval. Upon approval by the Department, the Department and the Permittee shall execute the revised Memorandum of Permit and the Permittee, at the Permittee's expense, shall record the revised Memorandum of Permit in the respective County Recorders' offices. Upon the expiration or termination of this Permit, the Permittee, at its expense, shall prepare and deliver to the Department a release of the Memorandum of Permit, signed by the Permittee, in a form that complies with the recordation requirements imposed by the respective County Recorders' offices and evidences the termination or expiration of this Permit. The Permittee will record such release with the respective County Recorders' offices, at its expense.

## **SECTION XVII – RECLAMATION.**

Permittee agrees to comply with and abide by the federal and state laws, rules and regulations, and any permits issued to the Permittee, concerning reclamation upon the Real Estate.

## **SECTION XVIII - DEFINITIONS.**

A. "Average gross realization price" shall mean the average selling price on a monthly basis received by the Permittee for the coal mined and sold by the Permittee from the real estate (F.O.B. the mine), less the following deductions:

(1) The Black Lung Tax payable quarterly by Permittee to Internal Revenue Service for the Black Lung Disability Fund;

(2) Reclamation Tax payable quarterly by the Permittee to the Office of Surface Mining which goes into the Abandoned Mine Lands Fund;

(3) Any other tax initiated by the mining, excavation, removal or sale of coal from the Real Estate (not based on net income), cost or levy resulting from a statute or governmental rule, order or regulation that is assessed upon Permittee's selling price of the coal or upon the tonnage of coal mined by Permittee, including, but not limited to, excise tax, surtax, sales tax, gross receipts tax and severance tax.

B. "Coal" means combustible carbonaceous rock classified as bituminous or subbituminous by ASTM Standard D388-77 and shall include, without limitation, the right to ventilate coal bed methane ("CBM") and coal mine methane ("CMM") into the atmosphere, as required by the federal Mine Safety and Health Act. Coal does not include shale, slate, clay, rock, dirt, debris, pyrite or similar foreign objects or substances for the purposes of computing the amount of Earned Royalties, but the term "coal" shall include shale, slate, clay, rock, dirt, debris, pyrite or similar foreign objects or substances for the purposes of identifying the materials that may be mined and removed in the coal mining process.

C. "Environmental Damage" means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim of whatever kind or nature and which are incurred or exposed at any time as a result of the existence of hazardous materials about or beneath the Real Estate or other land adjoining the Real Estate or migrating or threatening to migrate to or from the Real Estate or adjoining Real Estate or the existence of any violation of environmental requirements pertaining to the Real Estate owned by Department.

D. "Hazardous Materials" means any substance the presence of which requires investigation or remediation under any laws, codes, ordinances, regulations or order or which it becomes defined as a "hazardous waste" or "hazardous substance", pollutant or contaminant under any laws, codes, ordinances, regulations or order including under CERCLA or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous or becomes regulated by any governmental authority.

E. "Merchantable Coal" means all Coal underlying the Real Estate that, when reached in the normal course of the mining operations of Permittee, can be mined, prepared

and sold at a reasonable profit with use of labor, machinery, methods and management which are in use at the time mining operations are conducted upon the Real Estate.

F. "Mine Area" means any and all areas or property where Permittee is conducting mining operations or other activities related to such operations including but not limited to reclamation, within Knox and/or Sullivan counties under DNR Permits U-028, U-031 and U-027 or covered under any revisions and/or amendments to such permits.

G. "Permittee" means Sunrise Land Holdings, LLC and its successors, assigns, parents, subsidiaries, and affiliates.

H. "Ton" shall mean a short ton of two thousand (2,000) pounds avoirdupois.

I. "Uncontrollable forces" means fires, explosions, floods, washouts, lightning, earthquakes, soil shifting, wind storms, other damage from elements, acts of God, inadequacy of available supplies of water, power or fuel, accidents, delays or failures in transportation, acts of war, riots, civil and criminal disturbances, strikes, lockouts, boycotts, and other labor or industrial disturbances, sabotage, labor shortages, delays in obtaining necessary materials in the open market or the approvals required by the terms of this Permit or by law, inability to obtain permits or licenses, breakage or accident of machinery or facilities, acts of governmental authority under any local, State or federal laws or regulations, including governmental controls, regulations, or judicial orders or decrees, and other matters beyond the reasonable control of Permittee whether or not similar to matters specifically enumerated.

J. "Security agreements" includes, but is not limited to Leasehold Mortgages entered into by the Permittee with its lenders.

#### **SECTION XIX – WAIVER AND CONSENT BY DEPARTMENT.**

Department understands Permittee retains the right to enter into such agreements with financial institutions (hereinafter "Lenders") to secure funding for construction of the mining facilities and the purchase of equipment and supplies, (hereinafter "Assets") necessary to conduct mining operations. Permittee will identify the Lenders to the Department and give notice to the Department if the Lenders change. Department hereby consents to the following provisions:

A. Permittee shall have the right to pledge this Permit as collateral in securing funding from Lenders. Department acknowledges and consents to the execution by Permittee in favor of Lender and the recording of such document.

B. The Assets shall be and remain personal property, notwithstanding the manner of annexation to the Real Estate, their adaptability to the uses and purposes for which the Real Estate is used, or the intentions of the party making the annexation.

C. Any rights which Department may claim to have in and to the Assets, no matter how arising, shall be junior, second and subordinate to the rights of Lender therein.

D. Permittee shall provide Lender information to Department and shall update the information within 30 days after any changes. Department will notify last known Lender in writing, at its office if Permittee defaults on its obligations under the Permit or any renewals, extensions, amendments, modifications, substitutions or replacements thereof. Department agrees not to exercise the remedies for default set forth in the Permit unless and until it has delivered to Permittee and to Lender a notice describing such breach and the same is not cured within sixty (60) days after delivery of the notice (thirty (30) days for Earned Royalties or other payments due), provided that if the breach cannot reasonably be cured (non-payment excluded, which must be cured within thirty (30) days) within such sixty (60) day period, Department will not exercise its remedies under the Permit if Lender or Permittee commences curative action within the sixty (60) day period and diligently pursues the same to completion. Lender shall have the right, but not the obligation, to effect such a cure, and the Department agrees to accept any such cure by Lender. Further, if such default is of a nature that cannot reasonably be cured by Lender (e.g., bankruptcy) or cannot reasonable be cured by Lender until it obtains possession of the Assets demised under the Permit, Department agrees that upon Lender's acquisition of the leasehold interest of Permittee (by the exercise of its remedies under security agreements with the Lender), the Department will enter into a direct Permit with Lender on the same terms and conditions as the Permit, upon Lender's request, provided that Lender cures all then existing monetary defaults under the Permit.

## **SECTION XX – OTHER GENERAL MISCELLANEOUS PROVISIONS.**

A. Compliance with Federal, State, and Local Laws. The Permittee shall comply with all applicable Federal, State and Local laws, rules, regulations and ordinances regarding the Permittee's coal operations upon the Department's Real Estate, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any State or Federal statute or the promulgation of regulations thereunder, after execution of this Permit, shall be reviewed by the Department and the Permittee to determine whether the provisions of this Permit require formal modification. The Permittee shall have access to the Real Estate as needed to comply with this requirement, however, the Permittee shall notify INDOT prior to any use of the surface of the Real Estate to accomplish such compliance measures. This Permit may be revoked and otherwise terminated by the Department for a violation of any material condition, limitation or applicable rule or statute providing such material condition, limitation or applicable rule or statute has been finally adjudicated by a court or governmental agency of proper jurisdiction

B. Ethics. The Permittee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Department as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Permittee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Permit, the Permittee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Permit. If the Permittee is not familiar with these ethical requirements, the Permittee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Permittee or its agents violate any applicable ethical

standards, the Department may, in its sole discretion, terminate this Permit immediately upon notice to the Permittee. In addition, the Permittee may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. Telephone Solicitation. As required by IC 5-22-3-7: (1) the Permittee and any principals of the Permittee certify that (A) the Permittee, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by Federal law; and (B) the Permittee will not violate the terms of IC 24-4.7 for the duration of the Permit, even if IC 24-4.7 is preempted by Federal law. (2) The Permittee and any principals of the Permittee certify that an affiliate or official of the Permittee and any agent acting on behalf of the Permittee or on behalf of an affiliate or official of the Permittee: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by Federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Permit, even if IC 24-4.7 is preempted by Federal law. The Department and the Permittee agree that this Permit is not a contract in which there is a use of funds by governmental body pursuant to IC 5-22-3-7 and this section shall not apply.

D. Funding Cancellation Clause. When the Director of the Budget Agency of the State of Indiana makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Permit, this Permit shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. The Department and Permittee acknowledge that the Department is not required to pay any funds in order to perform its obligation under this Permit.

E. Governing Law. This Permit shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

F. Merger and Modification. This Permit constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Permit will be valid provisions of this Permit. This Permit may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

G. Payment. All payments made by the Department, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by check or by electronic funds transfer to the financial institution designated by the Department in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Permit except as permitted by IC 4-13-2-20.



H. Penalties, Interest and Attorney's Fees. The Department will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

I. Employment Eligibility Verification. Pursuant to IC 22-5-1.7-11, Permittee agrees that it shall comply with the following:

1. Such Permittee shall affirm under the penalties of perjury that it does not knowingly employ an unauthorized alien.
2. Permittee shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. Permittee is not required to participate should the E-Verify program cease to exist.
3. Permittee shall not knowingly employ or contract with an unauthorized alien. Permittee shall not retain an employee or contract with a person that the Permittee subsequently learns is an unauthorized alien.
4. Permittee shall require its subcontractors who perform work under this contract, to certify to the Permittee that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Permittee shall maintain this certification throughout the duration of the term of a contract with a subcontractor.
5. The Department may terminate this Permit for default if the Permittee fails to cure a breach of this 0 no later than thirty (30) days after being notified of such breach by the Department.
6. Notwithstanding anything to the contrary in this 0, the Department and Permittee acknowledge and agree that this Permit is not a public contract for services subject to IC 22-5-1.7-11.

J. Severability. The invalidity of any section, subsection, clause or provision of the Permit shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Permit.

K. Status of Claims. The Permittee shall be responsible for keeping the Department currently advised as to the status of any claims made by third parties for damages against the Permittee resulting from this Permit. The Permittee shall send notice of claims by third parties related to this Permit to:

Rusty Fowler  
Vincennes District Deputy Commissioner

Indiana Department of Transportation  
3650 South U.S. 41  
Vincennes, IN 47951

Indiana Department of Transportation  
ATTN: Chief Counsel  
100 North Senate Ave., N758  
Indianapolis, Indiana 46204

L. Debarment and Suspension. The Permittee certifies by entering into this Permit that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Permit by any federal agency or department, agency or political subdivision of the State of Indiana.

M. Authorizations. Any person executing this Permit in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Permit on such principal's behalf.

N. No Agency Relationship. Both parties hereto, in the performance of this Permit, shall act in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. The Permittee shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

O. Headings. The headings in this Permit have been inserted solely for ease of reference and should not be considered in the interpretation or construction of this Permit.

P. Binding. The terms, provisions, conditions and covenants of this Permit shall be binding upon and shall inure to the benefit of the Department and the Permittee, and their successors and assigns.

Q. Waiver. No delay or omission to exercise any right or remedy shall impair any such right or remedy or be a waiver thereof and any waiver on one occasion shall be limited to that occasion.

R. Drafting Presumption. Neither Party is to be considered the author of this Permit and no presumptions on drafting shall be attributable to either party.

S. Nondiscrimination and Title VI Assurances. The Permittee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Real Estate described in this permit) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall maintain and operate such

facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.

The Permittee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, sex, sexual orientation, gender identification, age, disability/handicap, and low income shall be excluded from participation in, denied the benefits of, or he otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, national origin, sex, age, sexual orientation, gender identification, disability/handicap and low income, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Department shall have the right to terminate the permit and to re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.

## SECTION XXI NON-COLLUSION AND ACCEPTANCE.

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Permittee, or that the undersigned is the properly authorized representative, agent, member or officer of the Permittee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Permittee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Permit other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Permit, the Permittee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

**In Witness Whereof**, the Permittee and the Department have, through their duly authorized representatives, entered into this Permit. The parties, having read and understood

the foregoing terms of this Permit, do by their respective signatures dated below agree to the terms thereof.

**“Permittee”**

**SUNRISE LAND HOLDINGS, LLC**

By: \_\_\_\_\_  
Jamalyn N. Sarver as Property Manager

**“Department”**

**INDIANA DEPARTMENT OF TRANSPORTATION**

Recommended By:

\_\_\_\_\_  
Brandye Hendrickson, Commissioner

Date: \_\_\_\_\_

Approved By:

Natural Resources Commission

\_\_\_\_\_  
Chair

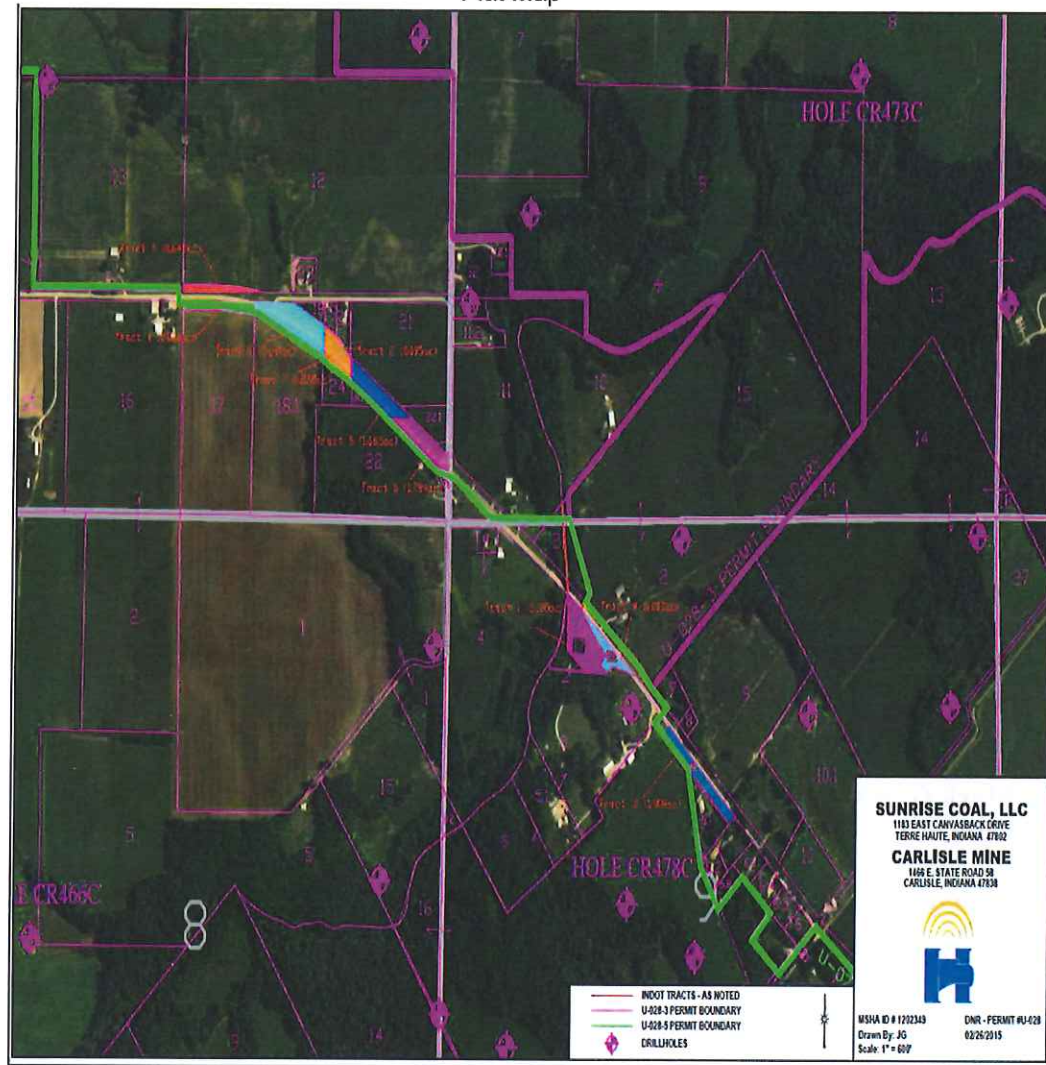
Date: \_\_\_\_\_

**STATE OF INDIANA**

\_\_\_\_\_  
**Mark G. Ahearn**, General Counsel &  
Designee of Michael R. Pence,  
Governor  
State of Indiana  
Date: \_\_\_\_\_

EXHIBIT A- REAL ESTATE  
INDOT  
State Road 58 West  
[Section 5, T6N, R9W and Location 17, T6N, R9W]

Plat Map



REAL ESTATE DESCRIPTIONS

The following described real estate in Sullivan County, in the State of Indiana, to-wit:

### Tract 1

A part of Location 17, Township 6 North, Range 9 West in Sullivan County, Indiana, described as follows: Commencing at the south corner of said Location 17; thence north 51 degrees; 15 minutes east 330 feet along the southeastern line of said Location 17; thence north 38 degrees 45 minutes west 462 feet (the preceding from Deed Record 145, page 133, in the office of the Recorder of Sullivan County, Indiana); thence (the following bearing and distances are all based upon the same system) south 89 degrees 13 minutes 18 seconds west 50.3 feet to the point of beginning of this description: thence northwesterly 458.16 feet along an arc to the left and having a radius of 7,549.44 feet and subtended by a long chord having a bearing north 52 degrees 46 minutes 22 seconds west and a length of 458.09 feet to Busseron Creek (said creek being a west line of the owner's land); thence northerly approximately 350 feet along said creek to the south boundary of State Road 58; thence southeasterly approximately 730 feet along said boundary to a southern line of the owner's land; thence southwesterly 66.27 feet along said line to an eastern line of the owner's land; thence southeasterly 52.35 feet along said eastern line to a south line of the owner's land; thence westerly 19.69 feet along said south line to the point of beginning and containing 2.180 acres, more or less.

[Being the same real estate described in Warranty Deed dated July 8, 1966, and recorded September 16, 1966, at Deed Record 213, Page 52.]

### Tract 2

A part of the Southeast Quarter of the Southeast Quarter of Section 5, Township 6 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning westerly 1.063 feet (along the north line of said quarter-quarter section) and southerly 298.36 feet (along the west line of the owners' land) from the northeast corner of said quarter-quarter section, said point of beginning being the southwest corner of the owners' land; thence northerly 21.06 feet along said west line; thence south 46 degrees 30 minutes 36 seconds east 30.65 feet to the south line of the owners' land; thence westerly 22.27 feet along said south line to the point of beginning and containing 0.005 acres, more or less.

[Being the same real estate described in Warranty Deed dated July 14, 1966, and recorded September 2, 1966, at Deed Record 212, Page 502.]

### Tract 3

A part of the Northwest Quarter of the Southeast Quarter of Section 5, Township 6 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning at the intersection of the west line of said quarter-quarter section and the north boundary of State Road 58, said point of beginning being on the west line of the owners' land; thence northerly 45.00 feet along said west line; thence north 89 degrees 51 minutes 00 seconds

east 321.97 feet; thence southeasterly 461.78 feet along an arc to the right and having a radius of 2,361.83 feet and subtended by a long chord having a bearing of south 84 degrees 32 minutes 56 seconds east and a length of 461.05 feet to said north boundary of State Road 58; thence westerly 780.82 feet along said north boundary to the point of beginning and containing 0.649 of an acre, more or less.

[Being the same real estate described in Warranty Deed dated July 5, 1966, and recorded September 2, 1966, at Deed Record 212, Page 504].

#### Tract 4

A part of the South Half of the Southeast Quarter of Section 5, Township 6 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning at the intersection of the west line of said south half-quarter section and the south boundary of State Road 58, said point of beginning being on the west line of the owners' land; thence southerly 45.00 feet along said west line; thence north 89 degrees 51 minutes 00 seconds east 314.97 feet; thence southeasterly 383.93 feet along an arc to the right and having a radius of 2,221.83 feet and subtended by a long chord having a bearing of south 85 degrees 11 minutes 59 seconds east and a length of 383.46 feet to the east line of the owners' land; thence northerly 78.09 feet along said east line to said south boundary of State Road 58; thence westerly 697.00 feet along said south boundary to the point of beginning and containing 0.816 acres, more or less.

[Being the same real estate described in Warranty Deed dated July 8, 1966, and recorded September 16, 1966, at Deed Record 212, Page 504.]

#### Tract 5

A part of the Southeast Quarter of the Southeast Quarter of Section 5, Township 6 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning on the south line of the owners' land northerly 660.8 feet (along the east line of said section) and westerly 389.3 feet (along said south line) from the southeast corner of said Section 5; thence north 89 degrees 47 minutes 45 seconds west 248.83 feet along said south line; thence north 58 degrees 18 minutes 00 seconds west 411.90 feet to the west line of the owners' land; thence north 00 degree 05 minutes 15 seconds east 152.65 feet along said west line; thence south 58 degrees 18 minutes 00 seconds east 704.10 feet to the point of beginning and containing 1.665 acres, more or less.

[Being the same real estate described in Warranty Deed dated July 27, 1966, and recorded September 21, 1966, at Deed Record 213, Page 85.]



#### Tract 6

A part of the South Half of the Southeast Quarter of the Southeast Quarter of Section 5, Township 6 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning on the west boundary of State Road 58 northerly 237.6 feet (along east line of said section) and westerly 15.0 feet (perpendicular to said east line) from the southeast corner of said section; thence north 26 degrees 42 minutes 28 seconds west 66.81 feet; thence north 58 degrees 18 minutes 00 seconds west 696.09 feet to the north line of the owner's land; thence south 89 degrees 47 minutes 45 seconds east 248.83 feet along said north line; thence south 58 degrees 18 minutes 00 seconds east 383.91 feet; thence north 75 degrees 49 minutes 36 seconds east 48.76 feet to said west boundary of said State Road 58; thence southerly 234.77 feet along said west boundary to the point of beginning and containing 1.784 acres, more or less.

[Being the same real estate described in Warranty Deed dated August 3, 1966, and recorded September 14, 1966, at Deed Record 213, Page 37.]

#### Tract 7

A part of the Southeast Quarter of the Southeast Quarter of Section 5, Township 6 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning westerly 1063 feet (along the north line of said quarter-quarter section) and southerly 298.36 feet (along the east line of the owners' land) from the northeast corner of said quarter-quarter section, said point of beginning being a northeast corner of the owners' land; thence easterly 22.27 feet along the north line of the owners' land; thence south 46 degrees 30 minutes 36 seconds east 69.83 feet to an east line of the owners' land; thence south 00 degrees 05 minutes 15 seconds west 152.65 feet along said east line; thence north 65 degrees 43 minutes 38 seconds west 193.44 feet; thence northwesterly 104.57 feet along an arc to the left and having a radius of 2,201.83 feet and subtended by a long chord having a bearing of north 59 degrees 47 minutes 05 seconds west and a length of 104.56 feet to the west line of the owners' land; thence northerly 214.25 feet along said west line; thence southeasterly 164.60 feet along an arc to the right and having a radius of 2,391.83 feet and subtended by a long chord having a bearing of south 61 degrees 38 minutes 45 seconds east and a length of 164.57 feet; thence south 46 degrees 30 minutes 36 seconds east 67.45 feet to the east line of the owners' land; thence southerly 21.06 feet along said east line to the point of beginning and containing 1.228 acres, more or less.

[Being the same real estate described in Warranty Deed dated July 14, 1966, and recorded October 3, 1966, at Deed Record 213, Page 132.]

#### Tract 8

A part of the South Half of the Southeast Quarter of Section 5, Township 6 North, Range 9 West, Sullivan County, Indiana, described as follows:

Beginning easterly 693 feet (along the north line of said south half-quarter section) and southerly 25.0 feet (perpendicular to said north line) from the northwest corner of said south halfquarter section, said point of beginning being the intersection of the west line of the owners' land and the south boundary of State Road 58; thence easterly 381.08 feet along said south boundary; thence southeasterly 330.93 feet along an arc to the right and having a radius of 2,391.83 feet and subtended by a long chord having a bearing of south 67 degrees 34 minutes 52 seconds east and a length of 330.67 feet to the east line of the owners' land; thence southerly 214.25 feet along said east line; thence northwesterly 471.87 feet along an arc to the left and having a radius of 2,201.83 feet and subtended by a long chord having a bearing of north 67 degrees 17 minutes 05 seconds west and a length of 470.97 feet; thence north 70 degrees 00 minutes 45 seconds west 193.99 feet; thence northwesterly 70.77 feet along an arc to the left and having a radius of 2,221.83 feet and subtended by a long chord having a bearing of north 79 degrees 20 minutes 12 seconds west and a length of 70.76 feet to the west line of the owners' land; thence northerly 78.09 feet along said west line to the point of beginning and containing 2.641 acres, more or less.

[Being the same real estate described in Warranty Deed dated July 28, 1966, and recorded September 14, 1966, at Deed Record 213, Page 39.]

#### Tract 9

A part of Location Number 17, Township 6 North, Range 9 West, bounded and described as follows:

Beginning at the intersection of the southeastern line of said Location 17 and the northeastern boundary of State Road 58, and running thence north 50 degrees 28 minutes 18 seconds east 55.08 feet along southeastern line; thence north 49 degrees 46 minutes 00 seconds west 50.45 feet; thence north 30 degrees 28 minutes 36 seconds west 105.95 feet; thence north 49 degrees 46 minutes 00 seconds west 200.00 feet; thence north 82 degrees 48 minutes 09 seconds west 120.06 feet thence northwesterly 290.44 feet along an arc to the left and having a radius of 7699.44 feet and subtended by a long chord having a bearing of north 51 degrees 28 minutes 02 seconds west and a length of 290.42 feet to said northeastern boundary of State Road 58; thence southeasterly, along said boundary, to the place of beginning, containing 0.807 acres, more or less.

Also, a part of Location 17, Township 6 North, Range 9 West, in Sullivan County, Indiana, described as follows: (The following description is quoted from Deed Record 188, page 549, in the office of the Recorder of Sullivan County, Indiana) "Beginning at a point 330 feet north  $51 \frac{1}{4}$  degrees east and 462 feet north,  $38 \frac{3}{4}$  degrees west of the south corner of said Location 17, in Township 6 North, Range 9 West, and running thence south  $57 \frac{1}{4}$  degrees west 24 feet; thence north  $38 \frac{3}{4}$  degrees west 69 feet; thence north  $57 \frac{1}{4}$  degrees east 85 feet to the center of the gravel road and being the said

Merom and Carlisle Road; thence south  $38 \frac{3}{4}$  degrees east 69 feet; thence south  $57 \frac{1}{4}$  degrees west 61 feet to the place of beginning, and containing  $\frac{1}{5}$  of an acre."

[Being the same real estate described in Warranty Deed dated July 28, 1966, and recorded September 21, 1966, at Deed Record 213, Page 81.]

#### Tract 10

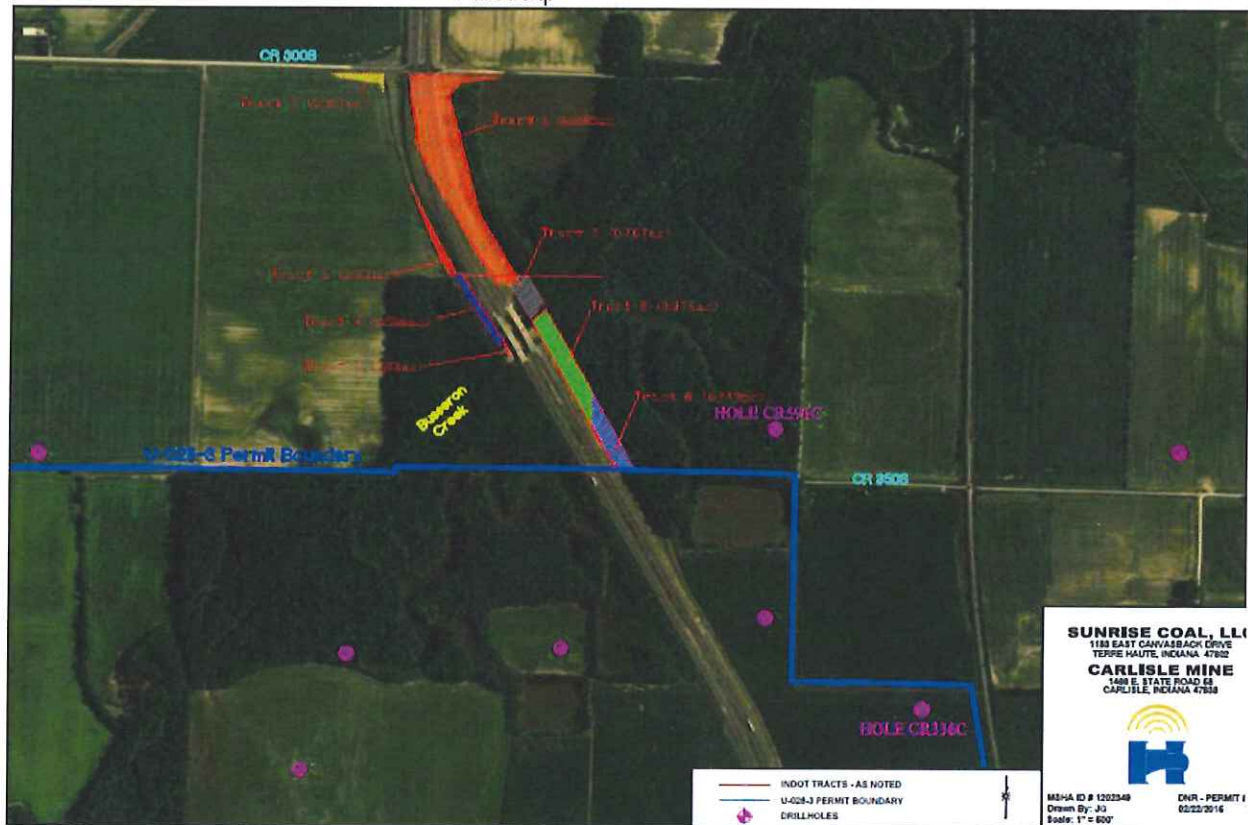
A part of Location Number 16, Township 6 North, Range 9 West, bounded and described as follows:

Commencing at the southwest corner of said Location 16; thence southeasterly 1155.00 feet (along the southwest line of said Location 16) to the southeast line of the owner's land; thence northeasterly (parallel to the northwest line of said Location 16) along said southeast line to the southwest boundary of State Road 58, which is the point of beginning of this description; thence southwesterly 84.85 feet along said east line of the owner's land; thence north 49 degrees 46 minutes 00 seconds west to the northwest line of the owner's land; thence northeasterly along said northwest line to said southwest boundary of State Road 58; thence southeasterly along said boundary to the point of beginning and containing 1.908 acres, more or less.

[Being the same real estate described in Warranty Deed dated July 10, 1966, and recorded September 21, 1966, at Deed Record 213, Page 83.]

EXHIBIT B- REAL ESTATE  
INDOT  
**US 41 North**  
[Section 21, T7N, R9W and Section 22, T7N, R9W]

Plat Map



## REAL ESTATE DESCRIPTIONS

The following described real estate in Sullivan County, in the State of Indiana, to-wit:

### Tract 1

A part of the Northwest Quarter of the Northwest Quarter of Section 22, Township 7 North, Range 9 West, Sullivan County, Indiana, described as follows: Commencing at the Northwest corner of said quarter-quarter section; Thence South 88 degrees 52 minutes 00 seconds East 659.94 feet along the North line of said quarter-quarter section; Thence South 1 degree 08 minutes 00 seconds West 20.78 feet to the point of beginning of this description, which point is on the south boundary of a county road; Thence South 82 degrees 51 minutes 00 seconds West 278.03 feet; Thence South 43 degrees 46 minutes 09 seconds West 109.05 feet; Thence Southeasterly

820.02 feet along an arc to the left and having a radius of 2,684.79 feet and subtended by a long chord having a bearing of South 14 degrees 57 minutes 32 seconds East and a length of 816.84 feet; Thence South 31 degrees 34 minutes 00 seconds East 333.56 feet; Thence South 31 degrees 01 minute 30 seconds East 193.81 feet to the South line of said quarter-quarter section; Thence South 89 degrees 42 minutes 54 seconds West 164.47 feet along said South line to a Northeastern boundary of present U.S.R. 41; Thence North 30 degrees 52 minutes 25 seconds West 163.06 feet along said boundary to a Northwestern boundary of present U.S.R. 41; Thence South 59 degrees 07 minutes 35 seconds West 5.00 feet along said Northwestern boundary to a Northeastern boundary of present U.S.R. 41; thence North 30 degrees 52 minutes 25 seconds West 695.10 feet along said Northeastern boundary; Thence along said Northeastern boundary Northwesterly 217.20 feet along an arc to the right and having a radius of 929.93 feet and subtended by a long chord having a bearing of North 24 degrees 10 minutes 56 seconds West and a length of 216.71 feet to a Northern Boundary of present U.S. R. 41; Thence North 72 degrees 30 minutes 33 seconds East 10.00 feet along said Northern boundary to an Eastern boundary of present U.S.R. 41; Thence along said Eastern boundary Northwesterly 294.10 feet along an arc to the right and having a radius of 919.93 feet and subtended by a long chord having a bearing of North 8 degrees 19 minutes 56 seconds West and a length of 292.85 feet to an East boundary of present U.S.R. 41; Thence North 0 degrees 49 minutes 35 seconds East 131.20 feet along said East boundary to a Southeastern boundary of present U.S.R. 41; Thence North 65 degrees 51 minutes 21 seconds East 22.84 feet along said southeastern boundary to the south boundary of a county road; thence South 88 degrees 52 minutes 00 seconds East 574.12 feet along said South boundary to the point of beginning and containing 6.885 acres, more or less.

#### Tract 2

A part of the Southwest Quarter of the Northwest Quarter of Section 22, Township 7 North, Range 9 West, Sullivan County, Indiana, described as follows: Commencing at the northeast corner of said quarter-quarter section; thence westerly 196.98 feet along the north line of said quarter-quarter section to the southeastern low water mark of Busseron Creek; thence south 39 degrees 07 minutes 03 seconds west 270.29 feet along said low water mark; thence south 44 degrees 13 minutes 22 seconds west 45.50 feet along said low water mark to the point of beginning of this description, which point is on the northeastern boundary of U.S.R. 41; thence north 44 degrees 13 minutes 22 seconds east 45.50 feet along said southeastern low water mark of Busseron Creek; thence south 31 degrees 01 minute 28 seconds east 5.72 feet; thence south 28 degrees 44 minutes 04 seconds east 250.20 feet; thence south 31 degrees 01 minute 30 seconds east 486.28 feet to the east line of said quarter-quarter section; thence southerly 155.21 feet along said line to a northeastern boundary of U.S.R. 41; thence northwesterly 865.35 feet along said boundary to the point of beginning and containing 0.976 acres, more or less.

### Tract 3

A part of the Southwest Quarter of the Northwest Quarter of Section 22, Township 7 North, Range 9 West, Sullivan County, Indiana, described as follows: Commencing at the northeast corner of said quarter-quarter section; thence westerly 916.27 feet along the north line of said quarter-quarter section to a southwestern boundary of U.S.R. 41; thence southeasterly 562.47 feet along said boundary to the point of beginning of this description, which point is on the southeastern low water mark of Busseron Creek; thence southeasterly 67.71 feet along said southwestern boundary; thence north 66 degrees 15 minutes 20 seconds west 67.36 feet to the southeastern low water mark of Busseron Creek; thence north 40 degrees 53 minutes 26 seconds east 40.88 feet along said southeastern low water mark to the point of beginning and containing 0.030 acres, more or less.

### Tract 4

A part of the Southwest Quarter of the Northwest Quarter of Section 22, Township 7 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning at a point on the north line of said quarter-quarter section westerly 916.27 feet from the northeast corner of said quarter-quarter section, which point is also on a southwestern boundary of U.S.R. 41; thence southeasterly 521.31 feet along said boundary to the northwestern low water mark of Busseron Creek; thence south 40 degrees 34 minutes 05 seconds west 48.06 feet along said low water mark; thence north 30 degrees 12 minutes 36 seconds west 558.93 feet to the north line of said quarter-quarter section; thence easterly 43.80 feet along said line to the point of beginning and containing 0.516 acres, more or less.

### Tract 5

A part of the Southwest Quarter of the Northwest Quarter of Section 22, Township 7 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning at a point on the north line of said quarter-quarter section westerly 642.85 feet from the northeast corner of said quarter-quarter section, which point is on a northeastern boundary of U.S.R. 41; thence easterly 150.09 feet along said north line; thence south 31 degrees 01 minute 30 seconds east 201.02 feet to the northwestern low water mark of Busseron Creek; thence south 42 degrees 00 minutes 00 seconds west 134.88 feet along said low water mark to the said northeastern boundary of U.S.R. 41; thence northwesterly 317.12 feet along said boundary to the point of beginning and containing 0.767 acres, more or less.

#### Tract 6

A part of the Northwest Quarter of the Northwest Quarter of Section 22, Township 7 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning on the south line of said quarter-quarter section North 89 degrees 42 minutes 54 seconds East 316.21 feet from the southwest corner of said quarter-quarter section; thence North 30 degrees 12 minutes 36 seconds West 123.90 feet; thence North 22 degrees 51 minutes 14 seconds West 534.35 feet to the southwestern boundary of U.S.R. 41; thence along said boundary southeasterly 203.75 feet along an arc to the left and having a radius of 1,737.02 feet and subtended by a long chord having a bearing of South 25 degrees 29 minutes 52 seconds East and a length of 203.65 feet; thence South 28 degrees 32 minutes 47 seconds East 472.94 feet along said boundary to the south line of said quarter-quarter section; thence South 89 degrees 42 minutes 54 seconds West 43.80 feet along said south line to the point of beginning and containing 0.331 acres, more or less.

#### Tract 7

A part of the East Half of the Northeast Quarter of Section 21, Township 7 North, Range 9 West, Sullivan County, Indiana, described as follows: Commencing at the northeast corner of said half-quarter section; thence North 88 degrees 50 minutes 42 seconds West 99.92 feet along the north line of said half-quarter section; thence South 1 degree 09 minutes 18 seconds West 15.00 feet to the point of beginning of this description, which point is the intersection of the south boundary of a county road and the west boundary of U.S.R. 41; thence South 0 degrees 49 minutes 35 seconds West 95.90 feet along said west boundary; thence along said west boundary southerly 25.91 feet along an arc to the left and having a radius of 1,737.02 feet and subtended by a long chord having a bearing of South 0 degrees 23 minutes 57 seconds West and a length of 25.91 feet; thence North 13 degrees 21 minutes 25 seconds West 64.59 feet; thence North 81 degrees 25 minutes 48 seconds West 277.22 feet; thence North 63 degrees 38 minutes 33 seconds West 55.19 feet to the south boundary of said county road; thence South 88 degrees 50 minutes 42 seconds East 340.13 feet along said south boundary to the point of beginning and containing 0.307 acres, more or less.

#### Tract 8

A part of the East Half of the Northwest Quarter of Section 22, Township 7 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning at a point on the south line of half-quarter section 163.97 feet easterly from the southwest corner of said half-quarter section, which point is on the northwestern boundary of U.S.R. 41; thence northwesterly 322.12 feet along said boundary to the west line of said half-quarter section, which line is also on the west line of the owner's land; thence northerly 155.21 feet along said west line; thence south 31 degrees 01 minutes 30 seconds east 503.58 feet to the said south line, which line is also the south line of

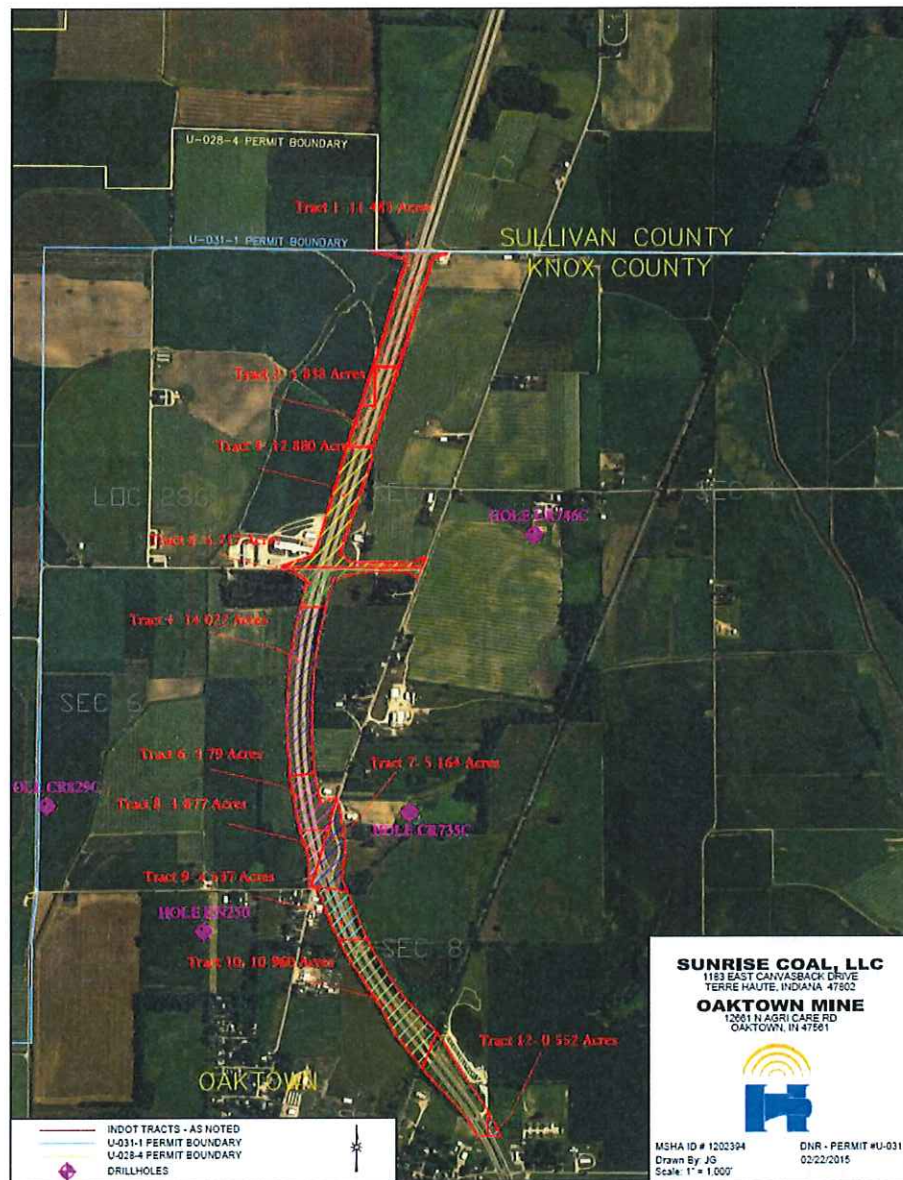
the owner's land; thence westerly 92.37 feet along said south line to the point of beginning and containing 0.749 acres, more or less.



EXHIBIT C- REAL ESTATE  
INDOT

US 41 Knox  
[Section 5, T5N, R9W and Section 8, T5N, R9W]

Plat Map



REAL ESTATE DESCRIPTIONS

The following described real estate in Knox County, in the State of Indiana, to-wit:

Tract 1

Part of the Northwest Quarter, and Part of the Northwest of the Northeast Quarter of Section 5, Township 5 North, Range 9 West, Knox County, Indiana, bounded and described as follows:

Commencing at the Northeast corner of said section, thence Westerly 1,797.50 feet along the North line of said Quarter Section; thence Southerly 15.00 feet (at right angles to said Quarter Section line) to the point of beginning of this description, which point is on the South boundary line of the County Line Road; Thence South 69 degrees 52 minutes 03 seconds West 178.95 feet; thence South 17 degrees 07 minutes 45 seconds West 1,381.35 feet to a South line of the owners' land; thence Westerly 283.80 feet along said line to a re-entrant corner of the owner's land; thence Southerly 456.47 feet along a line of the owners' land to a South corner of the owners' land; thence Westerly 160.98 feet along a South Line of the owners' land; thence North 17 degrees 07 minutes 45 seconds East 1,840.17 feet; thence North 78 degrees 23 minutes 35 seconds West 424.35 feet to the said South boundary of County Line Road; thence Easterly 900.00 feet along said boundary to the point of beginning and containing 11.483 acres, more or less.

[Being the same real estate described in Warranty Deed dated March 4, 1971, and recorded June 1, 1971, at Deed Record 183, Page 343.]

Tract 2

Part of the North Half of Section 5, Township 5 North, Range 9 West, Knox County, Indiana, described as follows:

Beginning at a re-entrant corner of the owner's land North 7.34 chains (bearing and distance quoted from Deed Record 55, Pages 227 and 228; Deed Record 73, Page 104, says 6.13 chains) from the center of said section; thence westerly 278.05 feet along a South line of the owner's land; thence North 17 degrees 07 minutes 45 seconds East 446.91 feet to a North line of the owner's land; thence Easterly 160.98 feet along said line to a re-entrant corner of the owner's land; thence Northerly 456.47 feet along a line of the owner's land to a North corner of the owner's land; thence Easterly 283.80 feet along a North line of the owner's land; thence South 17 degrees 07 minutes 45 seconds West 1,041.30 feet to a line of the owner's land; thence Northerly 114.22 feet along said line to the point of beginning and containing 5.838 acres, more or less.

[Being the same real estate excepted from a certain Corporate Warranty Deed dated March 8, 1976, and recorded March 10, 1976, at Deed Record 200, Page 346.]

### Tract 3

Part of Lot 1, and a part of the Southeast Quarter of the Northwest Quarter, all in Section 5, Township 5 North, Range 9 West, Knox County, Indiana, bounded and described as follows:

Commencing at the Southwest corner of said Lot 1, thence Northerly 7.00 chains (distance quoted from Deed Record 55, Page 227 and 228) along the West line of said lot to the center line of County Road 1100N; thence Easterly 587.86 feet along said center line; thence Northerly 17.00 feet (at the right angles to said center line) to the point of beginning of this description, which point is on a Northern boundary of said County Road; thence North 71 degrees 43 minutes 21 seconds East 373.12 feet; thence North 33 degrees 49 minutes 42 seconds East 104.40 feet; thence North 17 degrees 07 minutes 45 seconds East 1,312.92 feet to a North line of the owner's land; thence Easterly 278.05 feet along said North line to a Northeast corner of the owner's land; thence Southerly 114.22 feet along an East line of the owner's land; thence South 17 degrees 07 minutes 45 seconds West 768.55 feet to a North boundary of said County Road 1100 N; thence Westerly 162.69 feet along said boundary; thence continuing along said boundary Southeasterly 214.30 feet along an arc to the left and having a radius of 138.50 feet and subtended by a long chord having a bearing of South 42 degrees 10 minutes 26 seconds West and a length of 193.55 feet to the West boundary of said County Road; thence Southerly 380.05 feet along said boundary; thence continuing along said boundary Southwesterly 114.10 feet along an arc to the right and having a radius of 70.50 feet and subtended by a long chord having a bearing of South 44 degrees 12 minutes 32 seconds West and a length of 102.05 feet to a North boundary of said County Road; thence Westerly 499.81 feet along said boundary to the point of beginning and containing 8.462 acres, more or less.

ALSO, part of Lot 1, and a part of the Northwest Quarter of the Southeast Quarter, all in Section 5, Township 5 North, Range 9 West, Knox County, Indiana, bounded and described as follows:

Commencing at the Southwest corner of said Lot 1, thence Northerly 7.00 chains (distance quoted from Deed Record 55, Pages 227 and 228) along the West line of said Lot to the center line of County Road 1100N; thence Easterly 1,245.51 feet along said center line and said center line prolonged, to the point of beginning of the description, which point is on a Southeastern boundary of said County Road; thence along said Southeastern boundary Northeasterly 104.45 feet along an arc to the left and having a radius of 104.50 feet and subtended by a long chord having a bearing of North 26 degrees 29 minutes 46 seconds East and a length of 100.17 feet to an East boundary of said County Road; thence Northerly 380.02 feet along said boundary; thence continuing along said boundary Northeasterly 161.70 feet along an arc to the right and having a radius of 104.50 feet and subtended by a long chord having a bearing of North 42 degrees 10 minutes 34 seconds East and a length of 146.04 feet to a South

boundary of said County Road; thence Easterly 149.85 feet along said South boundary; thence South 17 degrees 07 minutes 45 seconds West 422.41 feet; thence South 53 degrees 50 minutes 48 seconds East 166.30 feet; thence North 88 degrees 50 minutes 25 seconds East 750.00 feet; thence North 59 degrees 06 minutes 19 seconds East 141.13 feet to the Northwestern boundary of U.S.R. 41; thence Southwesterly 190.33 feet along said boundary to a Southeast corner of the owner's land; thence Westerly 1,092.66 feet along the South line of the owner's land to the point of beginning and containing 4.416 acres, more or less.

[Being the same real estate described in Warranty Deed dated May 3, 1971, and recorded June 28, 1971, at Deed Record 183, Page 503.]

#### Tract 4

A part of Lot 2 in Fractional Section 5, and a part of the Northeast Quarter of the Northwest Quarter of Section 8, all in Township 5 North, Range 9 West, Knox County, Indiana, described as follows: Beginning on the North line of said quarter-quarter section Easterly 299.20 feet from the Northwest corner of said quarter-quarter section; thence Northeasterly 1,360.26 feet along an arc to the right and having a radius of 5,879.58 feet and subtended by a long chord having a bearing of North 06 degrees 14 minutes 37 seconds East and a length of 1,357.23 feet to the north line of said Lot, which line is also a north line of the owners' land; thence Easterly 309.36 feet along said north line; thence Southwesterly 2,039.60 feet along an arc to the left and having a radius of 5,579.58 feet and subtended by a long chord having a bearing of South 03 degrees 09 minutes 17 seconds West and a length of 2,028.26 feet to the south line of the owners' land; thence Westerly 302.43 feet along said south line; thence Northwesterly 672.21 feet along an arc to the right and having a radius of 5,879.58 feet and subtended by a long chord having a bearing of North 03 degrees 39 minutes 34 seconds West and a length of 671.86 feet to the point of beginning and containing 9.34 acres, more or less, in said Fractional Section 5, and containing 4.638 acres, more or less, in said Section 8; and containing in all 14.022 acres, more or less.

[Being the same real estate described in Warranty Deed dated May 25, 1971, and recorded July 29, 1971, at Deed Record 184, Page 149.]

#### Tract 5

A part of Lot 1, and a part of the Northwest Quarter of the Southeast Quarter, all in Section 5, Township 5 North, Range 9 West, Knox County, Indiana, described as follows: Beginning on the south line of said Lot 1 at a point 891.25 feet Easterly from the Southwest corner said Lot; thence Northeasterly 286.04 feet along an arc to the right and having a radius of 5,879.58 feet and subtended by a long chord having a bearing of North 14 degrees 15 minutes 55 seconds East and a length of 286.02 feet; thence North 51 degrees 57 minutes 29 seconds West 185.39 feet; thence North 77

degrees 01 minute 08 seconds West 153.59 feet to a south boundary of County Road 1100N; thence Easterly 499.81 feet along said south boundary; thence continuing along said boundary Northeasterly 64.64 feet along an arc to the left and having a radius of 104.50 feet and subtended by a long chord having a bearing of North 72 degrees 51 minutes 13 seconds East and a length of 63.61 feet to a north line of the owners' land; thence Easterly 1,092.66 feet along said north line to the western boundary of U.S.R. 41; thence Southwesterly 132.13 feet along said boundary; thence North 38 degrees 57 minutes 54 seconds West 88.60 feet; thence South 88 degrees 50 minutes 25 seconds West 700.00 feet; thence South 72 degrees 35 minutes 22 seconds West 251.58 feet; thence Southwesterly 295.28 feet along an arc to the left and having a radius of 5,579.58 feet and subtended by a long chord having a bearing of South 15 degrees 08 minutes 34 seconds West and a length of 295.24 feet to the south line of the owners' land, which line is also the said south line of Lot 1; thence Westerly 309.36 feet along said line to the point of beginning and containing 5.217 acres, more or less.

[Being the same real estate described in Warranty Deed dated March 19, 1971, and recorded June 28, 1971, at Deed Record 183, Page 502.]

#### Tract 6

A part of the Northeast Quarter of the Northwest Quarter of Section 8, Township 5 North, Range 9 West, Knox County, Indiana, described as follows: Commencing at the Northeast corner of said quarter-quarter section; thence Southerly 263.00 feet along the east line of said quarter-quarter section to a north line of the owners' land; thence Westerly 197.00 feet (distances quoted from Deed Record 169, Page 549) along said north line to the center line of U.S.R. 41; thence Southwesterly 1,078.50 feet (distance deduced from Deed Record 169 Page 549) along said center line to a prolonged south line of the owners' land; thence Easterly 25.88 feet along said prolonged south line to the point of beginning of this description, which point is on the eastern boundary of said U.S.R. 41; thence Northeasterly 314.94 feet along said boundary; thence South 06 degrees 40 minutes 32 seconds East 305.90 feet to the south line of the owners' land; thence Westerly 130.48 feet along said south line to the point of beginning and containing 0.460 acres, more or less.

Also, a part of the Northeast Quarter of the Northwest Quarter of Section 8, Township 5 North, Range 9 West, Knox County, Indiana, described as follows: Commencing at the Northwest corner of said quarter-quarter section; thence Southerly 1,341.12 feet (distance deduced from Deed Record 169, Page 549) along the west line of said quarter-quarter section to a southwest corner of the owners' land; thence Easterly 765.60 feet along a south line of the owners' land to the point of beginning of this description, which point is on the western boundary of U.S.R. 41; thence Westerly 282.06 feet along said south line; thence Northwesterly 683.38 feet along an arc to the right and having a radius of 5,879.58 feet and subtended by a long chord having a bearing of North 10 degrees 15 minutes 51 seconds

West and a length of 682.99 feet to a north line of the owners' land; thence Easterly 302.43 feet along said north line; thence Southeasterly 343.13 feet along an arc to the left and having a radius of 5,579.58 feet and subtended by a long chord having a bearing of South 09 degrees 04 minutes 44 seconds East and a length of 343.08 feet; thence North 68 degrees 01 minute 57 seconds East 186.92 feet to the said western boundary; thence Southwesterly 426.71 feet along said boundary to the point of beginning and containing 5.326 acres, more or less.

[Being the same real estate described in Warranty Deed dated June 12, 1970, and recorded August 13, 1970, at Deed Record 180, Page 455.]

#### Tract 7

A part of the East Half of the Northwest Quarter of Section 8, Township 5 North, Range 9 West, Knox County, Indiana, described as follows: Commencing at pump pipe, the quarter corner in center of said Section 8, thence North 01 degree 03 minutes East 8.58 chains (the foregoing portion of this description beginning with the words "at a pump pipe" is quoted from Deed Record 84, Page 137) along a west line of the owners' land to a reentrant corner of the owners' land; thence Westerly 720.44 feet (distance deduced from Deed Record 84, Page 137) along a south line of the owners' land to the point of beginning of this description, which point of beginning is on the southeastern boundary of U.S.R. 41; thence Northeasterly 842.29 feet along said southeastern boundary to a north line of the owners' land; thence Easterly 130.48 feet along said north line; thence South 7 degrees 14 minutes 46 seconds East 139.96 feet; thence South 16 degrees 50 minutes 47 seconds East 128.56 feet; thence South 6 degrees 46 minutes 29 seconds West 374.10 feet; thence South 22 degrees 30 minutes 12 seconds East 212.19 feet to the said south line of the owners' land; thence Westerly 427.35 feet along said south line to the point of beginning and containing 5.164 acres, more or less.

[Being the same real estate described in Warranty Deed dated June 15, 1970, and recorded August 21, 1970, at Deed Record 180, Page 505.]

#### Tract 8

Part of the Southeast Quarter of the Northwest Quarter of Section 8, Township 5 North, Range 9 West, Knox County, Indiana, described as follows:

Commencing at a point at the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 8; thence East 11.60 chains to an iron pipe on the West Right-of-Way line of U.S. Highway #41 (the foregoing portion of this description beginning with the words "at a point" is quoted from Deed Record 144, Page 158), which iron pipe is at the intersection of said West Right-of-Way line and the North line of said Quarter-Quarter Section, said intersection is also the Northeast corner of the owner's land

and the point of beginning of the description: Thence Southwesterly 651.33 feet along said West Right-of-Way line to the North boundary of the County Road 1050N; thence Westerly 25.38 feet along said North boundary; thence North 00 degrees 41 minutes 06 seconds East 266.74 feet; thence Northwesterly 384.59 feet along an arc to the right and having a radius of 5,879.58 feet and subtended by a long chord having a bearing of North 15 degrees 28 minutes 03 seconds West and a length of 384.43 feet to the said North Quarter-Quarter Section line; thence Easterly 282.06 feet along said North line to the point of beginning and containing 1.877 acres, more or less.

[Being the same real estate described in Warranty Deed dated April 9, 1970, and recorded May 15, 1970, at Deed Record 179, Page 549.]

#### Tract 9

Part of the Southeast Quarter of the Northwest Quarter of Section 8, Township 5 North, Range 9 West, Knox County, Indiana, described as follows:

Beginning at the center of said Section 8, which point is also the Southeast corner of the owners' land; thence Westerly 398.90 feet along the South line of said Quarter-Quarter Section; thence North 29 degrees 29 minutes 25 seconds West 174.19 feet; thence North 21 degrees 56 minutes 49 seconds West 410.86 feet; thence North 71 degrees 41 minutes 02 seconds West 86.69 feet to the intersection of the Eastern boundary of U.S.R. 41 and the North line of the owners' land; thence Easterly 427.35 feet along said North line; thence South 22 degrees 30 minutes 12 seconds East 565.58 feet; thence South 88 degrees 47 minutes 51 seconds East 78.11 feet to the East line of said Quarter-Quarter Section; thence Southerly 36.07 feet along said East line to the point of beginning and containing 4.537 acres, more or less.

[Being the same real estate described in Warranty Deed dated August 27, 1970, and recorded October 2, 1970, at Deed Record 181, Page 119.]

#### Tract 10

A part of the East Half of the Southwest Quarter and a part of the West Half of the Southeast Quarter of Section 8, Township 5 North, Range 9 West, Knox County, Indiana, described as follows:

Beginning at the center of said section; thence Westerly 362.70 feet along the North line of said East Half Quarter Section to a Northwest corner of the owner's land; thence Southerly 56.61 feet along a West line of the owner's land; thence South 29 degrees 29 minutes 25 seconds East 67.19 feet; thence Southeasterly 820.25 feet along an arc to the left and having a radius of 5,874.58 feet and subtended by a long chord having a bearing of South 32 degrees 25 minutes 50 seconds East and a length of 819.58 feet; thence South 29 degrees 09 minutes 27 seconds East 307.52 feet; thence

South 37 degrees 58 minutes 23 seconds East 432.82 feet to a Northwestern line of the Right of Way of the Chicago and Eastern Illinois Railroad; thence Northeasterly 86.69 feet along said Northwestern line to a Northern line of said railroad; thence Easterly 25.61 feet along said northern line to a Northwestern line of said railroad; thence Northeasterly 340.22 feet along said Northwestern line; thence North 43 degrees 39 minutes 29 seconds West 534.79 feet; thence Northwesterly 623.80 feet along an arc to the right and having a radius of 5,584.58 feet and subtended by a long chord having a bearing of North 33 degrees 13 minutes 50 seconds West and a length of 623.48 feet; thence North 00 degrees 31 minutes 58 seconds East 98.52 feet to the point of beginning and containing 10.960 acres, more or less.

[Being the same real estate described in Warranty Deed dated April 18, 1970, and recorded June 5, 1970, at Deed Record 180, Page 73.]

#### Tract 11

A part of the Southwest Quarter of the Southeast Quarter, and a part of the Northwest Quarter of the Southeast Quarter of Section 8, Township 5 North, Range 9 West, Knox County, Indiana, described as follows: Commencing at the southeast corner of said southwest quarter-quarter section; thence Northerly 239.05 feet along the east line of said southwest quarter-quarter section to the point of beginning of this description, which point is the south corner of the owner's land; thence Northwesterly 57.44 feet along the southwestern line of the owner's land; thence North 29 degrees 06 minutes 57 seconds West 355.28 feet; thence North 42 degrees 23 minutes 16 seconds West 837.82 feet to the southeastern line of the right of way of the Chicago and Eastern Illinois Railroad; thence Northeasterly 450.56 feet along said southeastern line; thence South 33 degrees 37 minutes 03 seconds East 724.19 feet; thence Southeasterly 310.75 feet along an arc to the right having a radius of 3,964.72 feet and subtended by a long chord having a bearing of South 35 degrees 43 minutes 39 seconds East and a length of 310.67 feet; thence South 33 degrees 02 minutes 52 seconds East 60.12 feet to the said east line of the southwest quarter-quarter section; thence Southerly 462.11 feet along said east line to the point of beginning and containing 8.364 acres, more or less.

[Being the same real estate described in Knox County Superior Court Order Book 55, Page 155, entered November 24, 1971.]

#### Tract 12

Part of the Southeast Quarter of the Southeast Quarter of Section 8, Township 5 North, Range 9 West, Knox County, Indiana, described as follows: Commencing at the Southwest corner of said quarter-quarter section; thence Northerly 385.00 feet (distance quoted from Deed Record 165, Page 549) along the west line of said quarter-quarter section; thence Easterly 16.50 feet (measured at right angles to said west quarter-quarter



section line) to the point of beginning of this description, which point is the intersection of the south line of the owner's land and the east line of the 16.50-foot roadway; thence Northerly 289.37 feet along said East line; thence Southeasterly 333.83 feet along an arc to the right and having a radius of 3,964.72 feet and subtended by a long chord having a bearing of South 29 degrees 44 minutes 39 seconds East and a length of 333.74 feet to the said south line; thence Westerly 160.88 feet along said south line to the point of beginning and containing 0.552 acres, more or less.

[Being the same real estate described in Warranty Deed dated April 8, 1970, and recorded May 15, 1970, at Deed Record 180, Page 17.]

**MEMORANDUM OF COAL PERMIT**

**THIS MEMORANDUM OF COAL PERMIT** (this "Memorandum") is made and entered into as of \_\_\_\_ day of July 2016, by and between by and between the Indiana Department of Transportation, (hereinafter referred to as the "Department") and Sunrise Land Holdings, LLC, an Indiana limited liability company (hereinafter referred to as the "Permittee").

**WITNESSETH THAT:**

Department hereby permits to Permittee and Permittee hereby permits from Department certain real estate situated in Sullivan and Knox Counties, Indiana and described in Exhibit A, which is attached hereto, (the "Real Estate"), upon all the covenants terms and conditions contained in the Coal Permit executed by and between the parties hereto of even date herewith (the "Permit"). It is the purpose of this instrument to give the public notice of the existence of the Agreement, the term of which is for a period of Five (5) years from the date of the Permit and continues for as long thereafter as Permittee or its successors and assigns is continuously conducting mining operations in the Mine Area but in no event longer than Fifty (50) years. The "Mine Area" is defined as any and all areas or property where Permittee is conducting mine operations or other activities related to such operations including but not limited to reclamation, within Knox and/or Sullivan counties, under DNR Permits U-028, U-031 and U-027 or covered under any revisions and/or amendments to such permits. Further information may be obtained by contacting either of the parties hereto.

In Witness Whereof, the parties hereunto have set their hands and seals the day and date first written above.

STATE OF INDIANA,  
Acting through the INDIANA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Rusty Fowler, District Deputy Commissioner

SUNRISE LAND HOLDINGS, LLC

By: \_\_\_\_\_  
Jamalyn N. Sarver as Property Manager

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Rusty Fowler, in his capacity as District Deputy Commissioner of the State of Indiana Department of Transportation, and acknowledged the execution of the above and foregoing instrument on behalf of said entity.

IN WITNESS WHEREOF, the parties have duly executed this instrument, and I have hereunto set my hand and official seal as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Printed Signature

My Commission Expires:

My County of Residence is:

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Jamalyn N. Sarver, as Property Manager of Sunrise Land Holdings, LLC, and acknowledged the execution of the above and foregoing instrument on behalf of said entity.

IN WITNESS WHEREOF, the parties have duly executed this instrument, and I have hereunto set my hand and official seal as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Printed Signature

My Commission Expires:

My County of Residence is:

This instrument was prepared by: Chad J. Sullivan, JACKSON KELLY, PLLC, 221 N.W. Fifth St., P.O. Box 1507, Evansville, Indiana 47706, Telephone: (812) 422-9444

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. [*Chad J. Sullivan*]

## Exhibit A

The following described real estate in Sullivan County, in the State of Indiana, to-wit:

### Tract 1

A part of Location 17, Township 6 North, Range 9 West in Sullivan County, Indiana, described as follows: Commencing at the south corner of said Location 17; thence north 51 degrees; 15 minutes east 330 feet along the southeastern line of said Location 17; thence north 38 degrees 45 minutes west 462 feet (the preceding from Deed Record 145, page 133, in the office of the Recorder of Sullivan County, Indiana); thence (the following bearing and distances are all based upon the same system) south 89 degrees 13 minutes 18 seconds west 50.3 feet to the point of beginning of this description: thence northwesterly 458.16 feet along an arc to the left and having a radius of 7,549.44 feet and subtended by a long chord having a bearing north 52 degrees 46 minutes 22 seconds west and a length of 458.09 feet to Busseron Creek (said creek being a west line of the owner's land); thence northerly approximately 350 feet along said creek to the south boundary of State Road 58; thence southeasterly approximately 730 feet along said boundary to a southern line of the owner's land; thence southwesterly 66.27 feet along said line to an eastern line of the owner's land; thence southeasterly 52.35 feet along said eastern line to a south line of the owner's land; thence westerly 19.69 feet along said south line to the point of beginning and containing 2.180 acres, more or less.

[Being the same real estate described in Warranty Deed dated July 8, 1966, and recorded September 16, 1966, at Deed Record 213, Page 52.]

### Tract 2

A part of the Southeast Quarter of the Southeast Quarter of Section 5, Township 6 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning westerly 1.063 feet (along the north line of said quarter-quarter section) and southerly 298.36 feet (along the west line of the owners' land) from the northeast corner of said quarter-quarter section, said point of beginning being the southwest corner of the owners' land; thence northerly 21.06 feet along said west line; thence south 46 degrees 30 minutes 36 seconds east 30.65 feet to the south line of the owners' land; thence westerly 22.27 feet along said south line to the point of beginning and containing 0.005 acres, more or less.

[Being the same real estate described in Warranty Deed dated July 14, 1966, and recorded September 2, 1966, at Deed Record 212, Page 502.]

### Tract 3

A part of the Northwest Quarter of the Southeast Quarter of Section 5, Township 6 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning at the intersection of the west line of said quarter-quarter section and the north boundary of State Road 58, said point of beginning being on the west line of the owners' land; thence northerly 45.00 feet along said west line; thence north 89 degrees 51 minutes 00 seconds east 321.97 feet; thence southeasterly 461.78

feet along an arc to the right and having a radius of 2,361.83 feet and subtended by a long chord having a bearing of south 84 degrees 32 minutes 56 seconds east and a length of 461.05 feet to said north boundary of State Road 58; thence westerly 780.82 feet along said north boundary to the point of beginning and containing 0.649 of an acre, more or less.

[Being the same real estate described in Warranty Deed dated July 5, 1966, and recorded September 2, 1966, at Deed Record 212, Page 504].

#### Tract 4

A part of the South Half of the Southeast Quarter of Section 5, Township 6 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning at the intersection of the west line of said south half-quarter section and the south boundary of State Road 58, said point of beginning being on the west line of the owners' land; thence southerly 45.00 feet along said west line; thence north 89 degrees 51 minutes 00 seconds east 314.97 feet; thence southeasterly 383.93 feet along an arc to the right and having a radius of 2,221.83 feet and subtended by a long chord having a bearing of south 85 degrees 11 minutes 59 seconds east and a length of 383.46 feet to the east line of the owners' land; thence northerly 78.09 feet along said east line to said south boundary of State Road 58; thence westerly 697.00 feet along said south boundary to the point of beginning and containing 0.816 acres, more or less.

[Being the same real estate described in Warranty Deed dated July 8, 1966, and recorded September 16, 1966, at Deed Record 212, Page 504.]

#### Tract 5

A part of the Southeast Quarter of the Southeast Quarter of Section 5, Township 6 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning on the south line of the owners' land northerly 660.8 feet (along the east line of said section) and westerly 389.3 feet (along said south line) from the southeast corner of said Section 5; thence north 89 degrees 47 minutes 45 seconds west 248.83 feet along said south line; thence north 58 degrees 18 minutes 00 seconds west 411.90 feet to the west line of the owners' land; thence north 00 degree 05 minutes 15 seconds east 152.65 feet along said west line; thence south 58 degrees 18 minutes 00 seconds east 704.10 feet to the point of beginning and containing 1.665 acres, more or less.

[Being the same real estate described in Warranty Deed dated July 27, 1966, and recorded September 21, 1966, at Deed Record 213, Page 85.]

#### Tract 6

A part of the South Half of the Southeast Quarter of the Southeast Quarter of Section 5, Township 6 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning on the west boundary of State Road 58 northerly 237.6 feet (along east line of said section) and westerly 15.0 feet (perpendicular to said east line) from the southeast corner of said section; thence north 26 degrees 42 minutes 28 seconds west 66.81 feet; thence north 58 degrees 18 minutes 00 seconds

west 696.09 feet to the north line of the owner's land; thence south 89 degrees 47 minutes 45 seconds east 248.83 feet along said north line; thence south 58 degrees 18 minutes 00 seconds east 383.91 feet; thence north 75 degrees 49 minutes 36 seconds east 48.76 feet to said west boundary of said State Road 58; thence southerly 234.77 feet along said west boundary to the point of beginning and containing 1.784 acres, more or less.

[Being the same real estate described in Warranty Deed dated August 3, 1966, and recorded September 14, 1966, at Deed Record 213, Page 37.]

#### Tract 7

A part of the Southeast Quarter of the Southeast Quarter of Section 5, Township 6 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning westerly 1063 feet (along the north line of said quarter-quarter section) and southerly 298.36 feet (along the east line of the owners' land) from the northeast corner of said quarter-quarter section, said point of beginning being a northeast corner of the owners' land; thence easterly 22.27 feet along the north line of the owners' land; thence south 46 degrees 30 minutes 36 seconds east 69.83 feet to an east line of the owners' land; thence south 00 degrees 05 minutes 15 seconds west 152.65 feet along said east line; thence north 65 degrees 43 minutes 38 seconds west 193.44 feet; thence northwesterly 104.57 feet along an arc to the left and having a radius of 2,201.83 feet and subtended by a long chord having a bearing of north 59 degrees 47 minutes 05 seconds west and a length of 104.56 feet to the west line of the owners' land; thence northerly 214.25 feet along said west line; thence southeasterly 164.60 feet along an arc to the right and having a radius of 2,391.83 feet and subtended by a long chord having a bearing of south 61 degrees 38 minutes 45 seconds east and a length of 164.57 feet; thence south 46 degrees 30 minutes 36 seconds east 67.45 feet to the east line of the owners' land; thence southerly 21.06 feet along said east line to the point of beginning and containing 1.228 acres, more or less.

[Being the same real estate described in Warranty Deed dated July 14, 1966, and recorded October 3, 1966, at Deed Record 213, Page 132.]

#### Tract 8

A part of the South Half of the Southeast Quarter of Section 5, Township 6 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning easterly 693 feet (along the north line of said south half-quarter section) and southerly 25.0 feet (perpendicular to said north line) from the northwest corner of said south halfquarter section, said point of beginning being the intersection of the west line of the owners' land and the south boundary of State Road 58; thence easterly 381.08 feet along said south boundary; thence southeasterly 330.93 feet along an arc to the right and having a radius of 2,391.83 feet and subtended by a long chord having a bearing of south 67 degrees 34 minutes 52 seconds east and a length of 330.67 feet to the east line of the owners' land; thence southerly 214.25 feet along said east line; thence northwesterly 471.87 feet along an arc to the left and having a radius of 2,201.83 feet and subtended by a long chord having a bearing of north 67 degrees 17 minutes 05 seconds west and a length of 470.97 feet; thence north 70 degrees 00 minutes 45 seconds west 193.99 feet; thence northwesterly 70.77 feet along an arc to the left and having a radius of 2,221.83 feet and subtended by a long chord having a bearing of

north 79 degrees 20 minutes 12 seconds west and a length of 70.76 feet to the west line of the owners' land; thence northerly 78.09 feet along said west line to the point of beginning and containing 2.641 acres, more or less.

[Being the same real estate described in Warranty Deed dated July 28, 1966, and recorded September 14, 1966, at Deed Record 213, Page 39.]

#### Tract 9

A part of Location Number 17, Township 6 North, Range 9 West, bounded and described as follows:

Beginning at the intersection of the southeastern line of said Location 17 and the northeastern boundary of State Road 58, and running thence north 50 degrees 28 minutes 18 seconds east 55.08 feet along southeastern line; thence north 49 degrees 46 minutes 00 seconds west 50.45 feet; thence north 30 degrees 28 minutes 36 seconds west 105.95 feet; thence north 49 degrees 46 minutes 00 seconds west 200.00 feet; thence north 82 degrees 48 minutes 09 seconds west 120.06 feet thence northwesterly 290.44 feet along an arc to the left and having a radius of 7699.44 feet and subtended by a long chord having a bearing of north 51 degrees 28 minutes 02 seconds west and a length of 290.42 feet to said northeastern boundary of State Road 58; thence southeasterly, along said boundary, to the place of beginning, containing 0.807 acres, more or less.

Also, a part of Location 17, Township 6 North, Range 9 West, in Sullivan County, Indiana, described as follows: (The following description is quoted from Deed Record 188, page 549, in the office of the Recorder of Sullivan County, Indiana) "Beginning at a point 330 feet north 51 ¼ degrees east and 462 feet north, 38 ¾ degrees west of the south corner of said Location 17, in Township 6 North, Range 9 West, and running thence south 57 ¼ degrees west 24 feet; thence north 38 ¾ degrees west 69 feet; thence north 57 ¼ degrees east 85 feet to the center of the gravel road and being the said Merom and Carlisle Road; thence south 38 ¾ degrees east 69 feet; thence south 57 ¼ degrees west 61 feet to the place of beginning, and containing 1/5 of an acre."

[Being the same real estate described in Warranty Deed dated July 28, 1966, and recorded September 21, 1966, at Deed Record 213, Page 81.]

#### Tract 10

A part of Location Number 16, Township 6 North, Range 9 West, bounded and described as follows:

Commencing at the southwest corner of said Location 16; thence southeasterly 1155.00 feet (along the southwest line of said Location 16) to the southeast line of the owner's land; thence northeasterly (parallel to the northwest line of said Location 16) along said southeast line to the southwest boundary of State Road 58, which is the point of beginning of this description; thence southwesterly 84.85 feet along said east line of the owner's land; thence north 49 degrees 46 minutes 00 seconds west to the northwest line of the owner's land; thence northeasterly along said

northwest line to said southwest boundary of State Road 58; thence southeasterly along said boundary to the point of beginning and containing 1.908 acres, more or less.

[Being the same real estate described in Warranty Deed dated July 10, 1966, and recorded September 21, 1966, at Deed Record 213, Page 83.]



The following described real estate in Sullivan County, in the State of Indiana, to-wit:

Tract 1

A part of the Northwest Quarter of the Northwest Quarter of Section 22, Township 7 North, Range 9 West, Sullivan County, Indiana, described as follows: Commencing at the Northwest corner of said quarter-quarter section; Thence South 88 degrees 52 minutes 00 seconds East 659.94 feet along the North line of said quarter-quarter section; Thence South 1 degree 08 minutes 00 seconds West 20.78 feet to the point of beginning of this description, which point is on the south boundary of a county road; Thence South 82 degrees 51 minutes 00 seconds West 278.03 feet; Thence South 43 degrees 46 minutes 09 seconds West 109.05 feet; Thence Southeasterly 820.02 feet along an arc to the left and having a radius of 2,684.79 feet and subtended by a long chord having a bearing of South 14 degrees 57 minutes 32 seconds East and a length of 816.84 feet; Thence South 31 degrees 34 minutes 00 seconds East 333.56 feet; Thence South 31 degrees 01 minute 30 seconds East 193.81 feet to the South line of said quarter-quarter section; Thence South 89 degrees 42 minutes 54 seconds West 164.47 feet along said South line to a Northeastern boundary of present U.S.R. 41; Thence North 30 degrees 52 minutes 25 seconds West 163.06 feet along said boundary to a Northwestern boundary of present U.S.R. 41; Thence South 59 degrees 07 minutes 35 seconds West 5.00 feet along said Northwestern boundary to a Northeastern boundary of present U.S.R. 41; thence North 30 degrees 52 minutes 25 seconds West 695.10 feet along said Northeastern boundary; Thence along said Northeastern boundary Northwesterly 217.20 feet along an arc to the right and having a radius of 929.93 feet and subtended by a long chord having a bearing of North 24 degrees 10 minutes 56 seconds West and a length of 216.71 feet to a Northern Boundary of present U.S. R. 41; Thence North 72 degrees 30 minutes 33 seconds East 10.00 feet along said Northern boundary to an Eastern boundary of present U.S.R. 41; Thence along said Eastern boundary Northwesterly 294.10 feet along an arc to the right and having a radius of 919.93 feet and subtended by a long chord having a bearing of North 8 degrees 19 minutes 56 seconds West and a length of 292.85 feet to an East boundary of present U.S.R. 41; Thence North 0 degrees 49 minutes 35 seconds East 131.20 feet along said East boundary to a Southeastern boundary of present U.S.R. 41; Thence North 65 degrees 51 minutes 21 seconds East 22.84 feet along said southeastern boundary to the south boundary of a county road; thence South 88 degrees 52 minutes 00 seconds East 574.12 feet along said South boundary to the point of beginning and containing 6.885 acres, more or less.

Tract 2

A part of the Southwest Quarter of the Northwest Quarter of Section 22, Township 7 North, Range 9 West, Sullivan County, Indiana, described as follows: Commencing at the northeast corner of said quarter-quarter section; thence westerly 196.98 feet along the north line of said quarter-quarter section to the southeastern low water mark of Busseron Creek; thence south 39 degrees 07 minutes 03 seconds west 270.29 feet along said low water mark; thence south 44 degrees 13 minutes 22 seconds west 45.50 feet along said low water mark to the point of beginning of this description, which point is on the northeastern boundary of U.S.R. 41: thence north 44 degrees 13 minutes 22 seconds east 45.50 feet along said southeastern low water mark of Busseron Creek; thence south 31 degrees 01 minute 28 seconds east 5.72 feet; thence south 28 degrees 44 minutes 04 seconds east 250.20 feet; thence south 31 degrees 01 minute 30 seconds east 486.28 feet to the east line of

said quarter-quarter section; thence southerly 155.21 feet along said line to a northeastern boundary of U.S.R. 41; thence northwesterly 865.35 feet along said boundary to the point of beginning and containing 0.976 acres, more or less.

#### Tract 3

A part of the Southwest Quarter of the Northwest Quarter of Section 22, Township 7 North, Range 9 West, Sullivan County, Indiana, described as follows: Commencing at the northeast corner of said quarter-quarter section; thence westerly 916.27 feet along the north line of said quarter-quarter section to a southwestern boundary of U.S.R. 41; thence southeasterly 562.47 feet along said boundary to the point of beginning of this description, which point is on the southeastern low water mark of Busseron Creek; thence southeasterly 67.71 feet along said southwestern boundary; thence north 66 degrees 15 minutes 20 seconds west 67.36 feet to the southeastern low water mark of Busseron Creek; thence north 40 degrees 53 minutes 26 seconds east 40.88 feet along said southeastern low water mark to the point of beginning and containing 0.030 acres, more or less.

#### Tract 4

A part of the Southwest Quarter of the Northwest Quarter of Section 22, Township 7 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning at a point on the north line of said quarter-quarter section westerly 916.27 feet from the northeast corner of said quarter-quarter section, which point is also on a southwestern boundary of U.S.R. 41; thence southeasterly 521.31 feet along said boundary to the northwestern low water mark of Busseron Creek; thence south 40 degrees 34 minutes 05 seconds west 48.06 feet along said low water mark; thence north 30 degrees 12 minutes 36 seconds west 558.93 feet to the north line of said quarter-quarter section; thence easterly 43.80 feet along said line to the point of beginning and containing 0.516 acres, more or less.

#### Tract 5

A part of the Southwest Quarter of the Northwest Quarter of Section 22, Township 7 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning at a point on the north line of said quarter-quarter section westerly 642.85 feet from the northeast corner of said quarter-quarter section, which point is on a northeastern boundary of U.S.R. 41; thence easterly 150.09 feet along said north line; thence south 31 degrees 01 minute 30 seconds east 201.02 feet to the northwestern low water mark of Busseron Creek; thence south 42 degrees 00 minutes 00 seconds west 134.88 feet along said low water mark to the said northeastern boundary of U.S.R. 41; thence northwesterly 317.12 feet along said boundary to the point of beginning and containing 0.767 acres, more or less.

#### Tract 6

A part of the Northwest Quarter of the Northwest Quarter of Section 22, Township 7 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning on the south line of said quarter-quarter section North 89 degrees 42 minutes 54 seconds East 316.21 feet from the southwest corner of said quarter-quarter section; thence North 30 degrees 12 minutes 36 seconds West 123.90 feet;

thence North 22 degrees 51 minutes 14 seconds West 534.35 feet to the southwestern boundary of U.S.R. 41; thence along said boundary southeasterly 203.75 feet along an arc to the left and having a radius of 1,737.02 feet and subtended by a long chord having a bearing of South 25 degrees 29 minutes 52 seconds East and a length of 203.65 feet; thence South 28 degrees 32 minutes 47 seconds East 472.94 feet along said boundary to the south line of said quarter-quarter section; thence South 89 degrees 42 minutes 54 seconds West 43.80 feet along said south line to the point of beginning and containing 0.331 acres, more or less.

#### Tract 7

A part of the East Half of the Northeast Quarter of Section 21, Township 7 North, Range 9 West, Sullivan County, Indiana, described as follows: Commencing at the northeast corner of said half-quarter section; thence North 88 degrees 50 minutes 42 seconds West 99.92 feet along the north line of said half-quarter section; thence South 1 degree 09 minutes 18 seconds West 15.00 feet to the point of beginning of this description, which point is the intersection of the south boundary of a county road and the west boundary of U.S.R. 41; thence South 0 degrees 49 minutes 35 seconds West 95.90 feet along said west boundary; thence along said west boundary southerly 25.91 feet along an arc to the left and having a radius of 1,737.02 feet and subtended by a long chord having a bearing of South 0 degrees 23 minutes 57 seconds West and a length of 25.91 feet; thence North 13 degrees 21 minutes 25 seconds West 64.59 feet; thence North 81 degrees 25 minutes 48 seconds West 277.22 feet; thence North 63 degrees 38 minutes 33 seconds West 55.19 feet to the south boundary of said county road; thence South 88 degrees 50 minutes 42 seconds East 340.13 feet along said south boundary to the point of beginning and containing 0.307 acres, more or less.

#### Tract 8

A part of the East Half of the Northwest Quarter of Section 22, Township 7 North, Range 9 West, Sullivan County, Indiana, described as follows: Beginning at a point on the south line of half-quarter section 163.97 feet easterly from the southwest corner of said half-quarter section, which point is on the northwestern boundary of U.S.R. 41; thence northwesterly 322.12 feet along said boundary to the west line of said half-quarter section, which line is also on the west line of the owner's land; thence northerly 155.21 feet along said west line; thence south 31 degrees 01 minutes 30 seconds east 503.58 feet to the said south line, which line is also the south line of the owner's land; thence westerly 92.37 feet along said south line to the point of beginning and containing 0.749 acres, more or less.

The following described real estate in Knox County, in the State of Indiana, to-wit:

Tract 1

Part of the Northwest Quarter, and Part of the Northwest of the Northeast Quarter of Section 5, Township 5 North, Range 9 West, Knox County, Indiana, bounded and described as follows:

Commencing at the Northeast corner of said section, thence Westerly 1,797.50 feet along the North line of said Quarter Section; thence Southerly 15.00 feet (at right angles to said Quarter Section line) to the point of beginning of this description, which point is on the South boundary line of the County Line Road: Thence South 69 degrees 52 minutes 03 seconds West 178.95 feet; thence South 17 degrees 07 minutes 45 seconds West 1,381.35 feet to a South line of the owners' land; thence Westerly 283.80 feet along said line to a re-entrant corner of the owner's land; thence Southerly 456.47 feet along a line of the owners' land to a South corner of the owners' land; thence Westerly 160.98 feet along a South Line of the owners' land; thence North 17 degrees 07 minutes 45 seconds East 1,840.17 feet; thence North 78 degrees 23 minutes 35 seconds West 424.35 feet to the said South boundary of County Line Road; thence Easterly 900.00 feet along said boundary to the point of beginning and containing 11.483 acres, more or less.

[Being the same real estate described in Warranty Deed dated March 4, 1971, and recorded June 1, 1971, at Deed Record 183, Page 343.]

Tract 2

Part of the North Half of Section 5, Township 5 North, Range 9 West, Knox County, Indiana, described as follows:

Beginning at a re-entrant corner of the owner's land North 7.34 chains (bearing and distance quoted from Deed Record 55, Pages 227 and 228; Deed Record 73, Page 104, says 6.13 chains) from the center of said section; thence westerly 278.05 feet along a South line of the owner's land; thence North 17 degrees 07 minutes 45 seconds East 446.91 feet to a North line of the owner's land; thence Easterly 160.98 feet along said line to a re-entrant corner of the owner's land; thence Northerly 456.47 feet along a line of the owner's land to a North corner of the owner's land; thence Easterly 283.80 feet along a North line of the owner's land; thence South 17 degrees 07 minutes 45 seconds West 1,041.30 feet to a line of the owner's land; thence Northerly 114.22 feet along said line to the point of beginning and containing 5.838 acres, more or less.

[Being the same real estate excepted from a certain Corporate Warranty Deed dated March 8, 1976, and recorded March 10, 1976, at Deed Record 200, Page 346.]

Tract 3

Part of Lot 1, and a part of the Southeast Quarter of the Northwest Quarter, all in Section 5, Township 5 North, Range 9 West, Knox County, Indiana, bounded and described as follows:

Commencing at the Southwest corner of said Lot 1, thence Northerly 7.00 chains (distance quoted from Deed Record 55, Page 227 and 228) along the West line of said lot to the center line of County Road 1100N; thence Easterly 587.86 feet along said center line; thence Northerly 17.00 feet (at the right angles to said center line) to the point of beginning of this description, which point is on a Northern boundary of said County Road; thence North 71 degrees 43 minutes 21 seconds East 373.12 feet; thence North 33 degrees 49 minutes 42 seconds East 104.40 feet; thence North 17 degrees 07 minutes 45 seconds East 1,312.92 feet to a North line of the owner's land; thence Easterly 278.05 feet along said North line to a Northeast corner of the owner's land; thence Southerly 114.22 feet along an East line of the owner's land; thence South 17 degrees 07 minutes 45 seconds West 768.55 feet to a North boundary of said County Road 1100 N; thence Westerly 162.69 feet along said boundary; thence continuing along said boundary Southeasterly 214.30 feet along an arc to the left and having a radius of 138.50 feet and subtended by a long chord having a bearing of South 42 degrees 10 minutes 26 seconds West and a length of 193.55 feet to the West boundary of said County Road; thence Southerly 380.05 feet along said boundary; thence continuing along said boundary Southwesterly 114.10 feet along an arc to the right and having a radius of 70.50 feet and subtended by a long chord having a bearing of South 44 degrees 12 minutes 32 seconds West and a length of 102.05 feet to a North boundary of said County Road; thence Westerly 499.81 feet along said boundary to the point of beginning and containing 8.462 acres, more or less.

ALSO, part of Lot 1, and a part of the Northwest Quarter of the Southeast Quarter, all in Section 5, Township 5 North, Range 9 West, Knox County, Indiana, bounded and described as follows:

Commencing at the Southwest corner of said Lot 1, thence Northerly 7.00 chains (distance quoted from Deed Record 55, Pages 227 and 228) along the West line of said Lot to the center line of County Road 1100N; thence Easterly 1,245.51 feet along said center line and said center line prolonged, to the point of beginning of the description, which point is on a Southeastern boundary of said County Road; thence along said Southeastern boundary Northeasterly 104.45 feet along an arc to the left and having a radius of 104.50 feet and subtended by a long chord having a bearing of North 26 degrees 29 minutes 46 seconds East and a length of 100.17 feet to an East boundary of said County Road; thence Northerly 380.02 feet along said boundary; thence continuing along said boundary Northeasterly 161.70 feet along an arc to the right and having a radius of 104.50 feet and subtended by a long chord having a bearing of North 42 degrees 10 minutes 34 seconds East and a length of 146.04 feet to a South boundary of said County Road; thence Easterly 149.85 feet along said South boundary; thence South 17 degrees 07 minutes 45 seconds West 422.41 feet; thence South 53 degrees 50 minutes 48 seconds East 166.30 feet; thence North 88 degrees 50 minutes 25 seconds East 750.00 feet; thence North 59 degrees 06 minutes 19 seconds East 141.13 feet to the Northwestern boundary of U.S.R. 41; thence Southwesterly 190.33 feet along said boundary to a Southeast corner of the owner's land; thence Westerly 1,092.66 feet along the South line of the owner's land to the point of beginning and containing 4.416 acres, more or less.

[Being the same real estate described in Warranty Deed dated May 3, 1971, and recorded June 28, 1971, at Deed Record 183, Page 503.]

#### Tract 4

A part of Lot 2 in Fractional Section 5, and a part of the Northeast Quarter of the Northwest Quarter of Section 8, all in Township 5 North, Range 9 West, Knox County, Indiana, described as follows: Beginning on the North line of said quarter-quarter section Easterly 299.20 feet from the Northwest corner of said quarter-quarter section; thence Northeasterly 1,360.26 feet along an arc to the right and having a radius of 5,879.58 feet and subtended by a long chord having a bearing of North 06 degrees 14 minutes 37 seconds East and a length of 1,357.23 feet to the north line of said Lot, which line is also a north line of the owners' land; thence Easterly 309.36 feet along said north line; thence Southwesterly 2,039.60 feet along an arc to the left and having a radius of 5,579.58 feet and subtended by a long chord having a bearing of South 03 degrees 09 minutes 17 seconds West and a length of 2,028.26 feet to the south line of the owners' land; thence Westerly 302.43 feet along said south line; thence Northwesterly 672.21 feet along an arc to the right and having a radius of 5,879.58 feet and subtended by a long chord having a bearing of North 03 degrees 39 minutes 34 seconds West and a length of 671.86 feet to the point of beginning and containing 9.34 acres, more or less, in said Fractional Section 5, and containing 4.638 acres, more or less, in said Section 8; and containing in all 14.022 acres, more or less.

[Being the same real estate described in Warranty Deed dated May 25, 1971, and recorded July 29, 1971, at Deed Record 184, Page 149.]

#### Tract 5

A part of Lot 1, and a part of the Northwest Quarter of the Southeast Quarter, all in Section 5, Township 5 North, Range 9 West, Knox County, Indiana, described as follows: Beginning on the south line of said Lot 1 at a point 891.25 feet Easterly from the Southwest corner aid Lot; thence Northeasterly 286.04 feet along an arc to the right and having a radius of 5,879.58 feet and subtended by a long chord having a bearing of North 14 degrees 15 minutes 55 seconds East and a length of 286.02 feet; thence North 51 degrees 57 minutes 29 seconds West 185.39 feet; thence North 77 degrees 01 minute 08 seconds West 153.59 feet to a south boundary of County Road 1100N; thence Easterly 499.81 feet along said south boundary; thence continuing along said boundary Northeasterly 64.64 feet along an arc to the left and having a radius of 104.50 feet and subtended by a long chord having a bearing of North 72 degrees 51 minutes 13 seconds East and a length of 63.61 feet to a north line of the owners' land; thence Easterly 1,092.66 feet along said north line to the western boundary of U.S.R. 41; thence Southwesterly 132.13 feet along said boundary; thence North 38 degrees 57 minutes 54 seconds West 88.60 feet; thence South 88 degrees 50 minutes 25 seconds West 700.00 feet; thence South 72 degrees 35 minutes 22 seconds West 251.58 feet; thence Southwesterly 295.28 feet along an arc to the left and having a radius of 5,579.58 feet and subtended by a long chord having a bearing of South 15 degrees 08 minutes 34 seconds West and a length of 295.24 feet to the south line of the owners' land, which line is also the said south line of Lot 1; thence Westerly 309.36 feet along said line to the point of beginning and containing 5.217 acres, more or less.

[Being the same real estate described in Warranty Deed dated March 19, 1971, and recorded June 28, 1971, at Deed Record 183, Page 502.]

#### Tract 6

A part of the Northeast Quarter of the Northwest Quarter of Section 8, Township 5 North, Range 9 West, Knox County, Indiana, described as follows: Commencing at the Northeast corner of said quarter-quarter section; thence Southerly 263.00 feet along the east line of said quarter-quarter section to a north line of the owners' land; thence Westerly 197.00 feet (distances quoted from Deed Record 169, Page 549) along said north line to the center line of U.S.R. 41; thence Southwesterly 1,078.50 feet (distance deduced from Deed Record 169 Page 549) along said center line to a prolonged south line of the owners' land; thence Easterly 25.88 feet along said prolonged south line to the point of beginning of this description, which point is on the eastern boundary of said U.S.R. 41; thence Northeasterly 314.94 feet along said boundary; thence South 06 degrees 40 minutes 32 seconds East 305.90 feet to the south line of the owners' land; thence Westerly 130.48 feet along said south line to the point of beginning and containing 0.460 acres, more or less.

Also, a part of the Northeast Quarter of the Northwest Quarter of Section 8, Township 5 North, Range 9 West, Knox County, Indiana, described as follows: Commencing at the Northwest corner of said quarter-quarter section; thence Southerly 1,341.12 feet (distance deduced from Deed Record 169, Page 549) along the west line of said quarter-quarter section to a southwest corner of the owners' land; thence Easterly 765.60 feet along a south line of the owners' land to the point of beginning of this description, which point is on the western boundary of U.S.R. 41; thence Westerly 282.06 feet along said south line; thence Northwesterly 683.38 feet along an arc to the right and having a radius of 5,879.58 feet and subtended by a long chord having a bearing of North 10 degrees 15 minutes 51 seconds West and a length of 682.99 feet to a north line of the owners' land; thence Easterly 302.43 feet along said north line; thence Southeasterly 343.13 feet along an arc to the left and having a radius of 5,579.58 feet and subtended by a long chord having a bearing of South 09 degrees 04 minutes 44 seconds East and a length of 343.08 feet; thence North 68 degrees 01 minute 57 seconds East 186.92 feet to the said western boundary; thence Southwesterly 426.71 feet along said boundary to the point of beginning and containing 5.326 acres, more or less.

[Being the same real estate described in Warranty Deed dated June 12, 1970, and recorded August 13, 1970, at Deed Record 180, Page 455.]

#### Tract 7

A part of the East Half of the Northwest Quarter of Section 8, Township 5 North, Range 9 West, Knox County, Indiana, described as follows: Commencing at pump pipe, the quarter corner in center of said Section 8, thence North 01 degree 03 minutes East 8.58 chains (the foregoing portion of this description beginning with the words "at a pump pipe" is quoted from Deed Record 84, Page 137) along a west line of the owners' land to a reentrant corner of the owners' land; thence Westerly 720.44 feet (distance deduced from Deed Record 84, Page 137) along a south line of the owners' land to the point of beginning of this description, which point of beginning is on the southeastern boundary of U.S.R. 41; thence Northeasterly 842.29 feet along said southeastern boundary to a north line of the owners' land; thence Easterly 130.48 feet along said north line; thence South 7 degrees 14 minutes 46 seconds East 139.96 feet; thence South 16 degrees 50 minutes 47 seconds East 128.56 feet; thence South 6 degrees 46 minutes 29 seconds West 374.10 feet; thence South 22 degrees 30 minutes 12 seconds East 212.19 feet to the said south line of the

owners' land; thence Westerly 427.35 feet along said south line to the point of beginning and containing 5.164 acres, more or less.

[Being the same real estate described in Warranty Deed dated June 15, 1970, and recorded August 21, 1970, at Deed Record 180, Page 505.]

#### Tract 8

Part of the Southeast Quarter of the Northwest Quarter of Section 8, Township 5 North, Range 9 West, Knox County, Indiana, described as follows:

Commencing at a point at the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 8; thence East 11.60 chains to an iron pipe on the West Right-of-Way line of U.S. Highway #41 (the foregoing portion of this description beginning with the words "at a point" is quoted from Deed Record 144, Page 158), which iron pipe is at the intersection of said West Right-of-Way line and the North line of said Quarter-Quarter Section, said intersection is also the Northeast corner of the owner's land and the point of beginning of the description: Thence Southwesterly 651.33 feet along said West Right-of-Way line to the North boundary of the County Road 1050N; thence Westerly 25.38 feet along said North boundary; thence North 00 degrees 41 minutes 06 seconds East 266.74 feet; thence Northwesterly 384.59 feet along an arc to the right and having a radius of 5,879.58 feet and subtended by a long chord having a bearing of North 15 degrees 28 minutes 03 seconds West and a length of 384.43 feet to the said North Quarter-Quarter Section line; thence Easterly 282.06 feet along said North line to the point of beginning and containing 1.877 acres, more or less.

[Being the same real estate described in Warranty Deed dated April 9, 1970, and recorded May 15, 1970, at Deed Record 179, Page 549.]

#### Tract 9

Part of the Southeast Quarter of the Northwest Quarter of Section 8, Township 5 North, Range 9 West, Knox County, Indiana, described as follows:

Beginning at the center of said Section 8, which point is also the Southeast corner of the owners' land; thence Westerly 398.90 feet along the South line of said Quarter-Quarter Section; thence North 29 degrees 29 minutes 25 seconds West 174.19 feet; thence North 21 degrees 56 minutes 49 seconds West 410.86 feet; thence North 71 degrees 41 minutes 02 seconds West 86.69 feet to the intersection of the Eastern boundary of U.S.R. 41 and the North line of the owners' land; thence Easterly 427.35 feet along said North line; thence South 22 degrees 30 minutes 12 seconds East 565.58 feet; thence South 88 degrees 47 minutes 51 seconds East 78.11 feet to the East line of said Quarter-Quarter Section; thence Southerly 36.07 feet along said East line to the point of beginning and containing 4.537 acres, more or less.

[Being the same real estate described in Warranty Deed dated August 27, 1970, and recorded October 2, 1970, at Deed Record 181, Page 119.]



#### Tract 10

A part of the East Half of the Southwest Quarter and a part of the West Half of the Southeast Quarter of Section 8, Township 5 North, Range 9 West, Knox County, Indiana, described as follows:

Beginning at the center of said section; thence Westerly 362.70 feet along the North line of said East Half Quarter Section to a Northwest corner of the owner's land; thence Southerly 56.61 feet along a West line of the owner's land; thence South 29 degrees 29 minutes 25 seconds East 67.19 feet; thence Southeasterly 820.25 feet along an arc to the left and having a radius of 5,874.58 feet and subtended by a long chord having a bearing of South 32 degrees 25 minutes 50 seconds East and a length of 819.58 feet; thence South 29 degrees 09 minutes 27 seconds East 307.52 feet; thence South 37 degrees 58 minutes 23 seconds East 432.82 feet to a Northwestern line of the Right of Way of the Chicago and Eastern Illinois Railroad; thence Northeasterly 86.69 feet along said Northwestern line to a Northern line of said railroad; thence Easterly 25.61 feet along said northern line to a Northwestern line of said railroad; thence Northeasterly 340.22 feet along said Northwestern line; thence North 43 degrees 39 minutes 29 seconds West 534.79 feet; thence Northwesterly 623.80 feet along an arc to the right and having a radius of 5,584.58 feet and subtended by a long chord having a bearing of North 33 degrees 13 minutes 50 seconds West and a length of 623.48 feet; thence North 00 degrees 31 minutes 58 seconds East 98.52 feet to the point of beginning and containing 10.960 acres, more or less.

[Being the same real estate described in Warranty Deed dated April 18, 1970, and recorded June 5, 1970, at Deed Record 180, Page 73.]

#### Tract 11

A part of the Southwest Quarter of the Southeast Quarter, and a part of the Northwest Quarter of the Southeast Quarter of Section 8, Township 5 North, Range 9 West, Knox County, Indiana, described as follows: Commencing at the southeast corner of said southwest quarter-quarter section; thence Northerly 239.05 feet along the east line of said southwest quarter-quarter section to the point of beginning of this description, which point is the south corner of the owner's land; thence Northwesterly 57.44 feet along the southwestern line of the owner's land; thence North 29 degrees 06 minutes 57 seconds West 355.28 feet; thence North 42 degrees 23 minutes 16 seconds West 837.82 feet to the southeastern line of the right of way of the Chicago and Eastern Illinois Railroad; thence Northeasterly 450.56 feet along said southeastern line; thence South 33 degrees 37 minutes 03 seconds East 724.19 feet; thence Southeasterly 310.75 feet along an arc to the right having a radius of 3,964.72 feet and subtended by a long chord having a bearing of South 35 degrees 43 minutes 39 seconds East and a length of 310.67 feet; thence South 33 degrees 02 minutes 52 seconds East 60.12 feet to the said east line of the southwest quarter-quarter section; thence Southerly 462.11 feet along said east line to the point of beginning and containing 8.364 acres, more or less.

[Being the same real estate described in Knox County Superior Court Order Book 55, Page 155, entered November 24, 1971.]

Tract 12

Part of the Southeast Quarter of the Southeast Quarter of Section 8, Township 5 North, Range 9 West, Knox County, Indiana, described as follows: Commencing at the Southwest corner of said quarter-quarter section; thence Northerly 385.00 feet (distance quoted from Deed Record 165, Page 549) along the west line of said quarter-quarter section; thence Easterly 16.50 feet (measured at right angles to said west quarter-quarter section line) to the point of beginning of this description, which point is the intersection of the south line of the owner's land and the east line of the 16.50-foot roadway; thence Northerly 289.37 feet along said East line; thence Southeasterly 333.83 feet along an arc to the right and having a radius of 3,964.72 feet and subtended by a long chord having a bearing of South 29 degrees 44 minutes 39 seconds East and a length of 333.74 feet to the said south line; thence Westerly 160.88 feet along said south line to the point of beginning and containing 0.552 acres, more or less.

[Being the same real estate described in Warranty Deed dated April 8, 1970, and recorded May 15, 1970, at Deed Record 180, Page 17.]

4815-5034-0148.v1

Exhibit E

Asset Name	Feature Intersected	size / length	Location	Latitude	Longitude
041-42-02452 BNBL	CSX RR	3 spans / 176.0 Ft	05.26 N SR 550	38.876330	-87.437210
041-42-02452 BSBL	CSX RR	3 spans / 176.0 Ft	05.26 N SR 550	38.876100	-87.437363
041-77-03865 CSBL	BUSSEY CREEK	3 spans / 288.0 Ft	01.35 S SR 54	39.034970	-87.407501
041-77-03865 JBNB	BUSSEY CREEK	3 spans / 288.0 Ft	01.35 S SR 54	39.035180	-87.407288
CV 041-042-69.16		5'X3' / 200.0 Ft	4+63 N JCT SR 550	38.867686	-87.433110
CV 041-042-70.93		4'X4' / 225.0 Ft	6+40 N JCT SR 550	38.891520	-87.441710
CV 041-042-71.65		5'X5' / 200.0 Ft	7+12 N JCT SR 550	38.901560	-87.437900
058-77-03817 B	BUSSEY CREEK	3 spans / 241.0 Ft	01.25 W US 41	38.974290	-87.426193
CV 058-077-12.37	UNT	7'X7' / 240.0 Ft	1+05 W JCT SR 41	38.973080	-87.424100
CV 058-077-12.61	UNT	7'X7' / 177.0 Ft	0+80 W JCT SR 41	38.970830	-87.420700

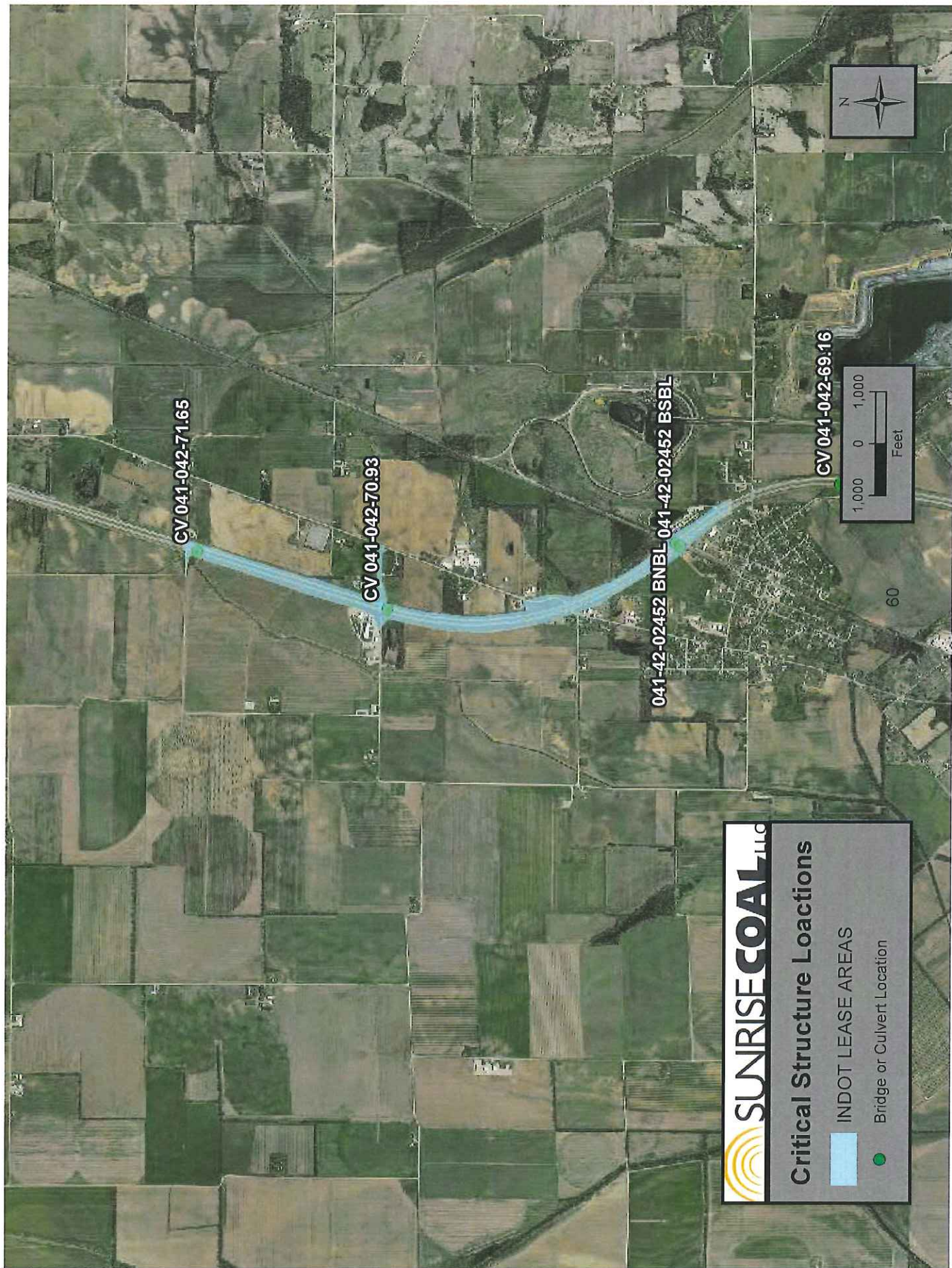




### Critical Structure Locations

INDOT LEASE AREAS


Bridge or Culvert Location






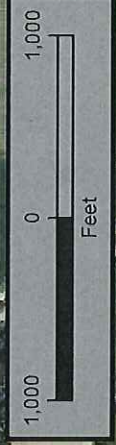


### Critical Structure Locations

 INDOT LEASE AREAS

 Mining Projections

 Bridge or Culvert Location



041-77-03865 CSBL 041-77-03865 JBNB



